

# MANISTEE CITY COUNCIL

## MEETING AGENDA

**TUESDAY, MARCH 7, 2017 – 7:00 P.M. – COUNCIL CHAMBERS**

**I. Call to Order.**

- a.) PLEDGE OF ALLEGIANCE.
- b.) ROLL CALL.

**II. Public Hearings.**

**III. Citizen Comments on Agenda Related Items.**

**IV. Consent Agenda.** All agenda items marked with an asterisk (\*) are on the consent agenda and considered by the City Manager to be routine matters. Prior to approval of the Consent Agenda, any member of Council may have an item from the Consent Agenda removed and taken up during the regular portion of the meeting. Consent agenda items include:

- V. Approval of Minutes.
- VI. a.) Cash Balances.  
b.) Revenue & Expense.
- IX. b.) Notification Regarding Next Work Session.

At this time Council could take action to approve the Consent Agenda as presented.

**\*V. Approval of Minutes.** Approval of the minutes of the February 21, 2017 regular meeting as attached.

**VI. Financial Report.**

- \*a.) CASH BALANCES.
- \*b.) REVENUE & EXPENSE.

## **VII. Unfinished Business.**

## **VIII. New Business.**

### **a.) CONSIDERATION OF DOWNTOWN DEVELOPMENT AUTHORITY BYLAW AMENDMENTS.**

On February 23, 2017 the Manistee Downtown Development Authority approved several amendments to their bylaws with the assistance of the City Attorney. The changes were to simplify language and make the bylaws more consistent with state law; and to provide greater flexibility to how the DDA operates in the future.

At this time Council could take action to adopt amended bylaws for the Downtown Development Authority and authorize the Mayor and City Clerk to execute the document.

### **b.) CONSIDERATION OF A CONTRACT FOR RIVER AND OAK STREET VALVE REPLACEMENT PROJECT.**

The Water Department has determined that replacement of the gate valves at the intersection of River and Oak Street is of high importance to maintain water quality and fire suppression capabilities. Spicer Group has publicly advertised the project, with one bid received.

Elmer's Crane and Dozer \$57,095

Funding from the Water Department's repairs and maintenance will be utilized. The City Attorney has reviewed and approved the contract.

At this time Council could take action to approve the River and Oak Street Valve Replacement contract with Elmer's Crane and Dozer, Inc. in the amount of \$57,095; and authorize the Mayor and Clerk to execute the Notice of Award and Agreement.

### **c.) CONSIDERATION OF A REQUEST FOR PILOT FROM THIRD COAST DEVELOPMENT LLC.**

A request has been received from Third Coast Development LLC for a PILOT for a new mixed use senior housing building located in the parking lot to the south of the former Oleson's Store. The building would be a four story structure with 1,000 square feet of commercial space and covered parking on the first floor and 42 residential units on the second, third and fourth floors. Pursuant to Chapter 1489 of the City Code of Ordinances, they are requesting a 10% PILOT for a term of 35 years that matches the term of the qualifying mortgage.

The PILOT would generate approximately \$22,000 annually, of which the City would receive \$6,500.

At this time Council could take action to approve the request from Third Coast Development LLC for a 10% PILOT for a term of 35 years for the Senior Project proposed for the former Oleson's Plaza property.

**IX. Notices, Communications, Announcements.**

a.) A REPORT FROM THE MANISTEE RECREATION ASSOCIATION.

A regular part of each Council meeting is a report from a cooperating agency, organization or department.

At this time Mr. Kenny Kott will report on the activities of the Manistee Recreation Association and respond to any questions the Council may have regarding their activities.

No action is required on this item.

\*b.) NOTIFICATION REGARDING NEXT WORK SESSION.

A special Council work session has been scheduled for Thursday, March 9 at 5 p.m., at the Manistee ISD with the League of Women Voters. This will be an opportunity for LWV and the community to meet the Council.

A Council work session has been scheduled for Tuesday, March 14, 2017 at 7 p.m. A discussion will be conducted on Payment in Lieu of Taxes (PILOTS) ordinance; and such business as may come before the Council.

No action is required on this item.

c.) DISCUSSION ON RAMSDELL REGIONAL CENTER OF THE ARTS.

At this time Council will discuss the status of the Ramsdell Regional Center of the Arts.

**X. Concerns and Comments.**

a.) CITIZEN COMMENT. This is an opportunity for citizens to comment on municipal services, activities or areas of City involvement. Citizens in attendance shall be recognized by the Mayor for comments (limited to five minutes). Letters submitted to Council will not be publicly read.

b.) OFFICIALS AND STAFF.

c.) COUNCILMEMBERS.

**XI. Adjourn.**

TNT:cl

**COUNCIL AGENDA ATTACHMENTS:**

1. Council Meeting Minutes – February 21, 2017
2. Cash Balances Report
3. Revenue & Expense Report
4. DDA Bylaw Amendments
5. River & Oak Valve Replacement Contract
6. Third Coast Development PILOT Request
7. Ramsdell Lease Agreement

## PROCEEDINGS OF THE MANISTEE CITY COUNCIL – February 21, 2017

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A regular meeting of the Manistee City Council was called to order by his honor, Mayor James Smith on Tuesday, February 21, 2017 at 7:00 p.m. in the City Hall Council Chambers, 70 Maple Street, followed by the Pledge of Allegiance.

PRESENT: Dale Cooper, Lynda Beaton, Roger Zielinski, Robert Goodspeed, James Smith, Mark Wittlief, and Erin Pontiac.

ALSO PRESENT: City Manager – Thad Taylor, City Attorney – George Saylor, City Clerk – Michelle Wright, DPW Director – Jeff Mikula, Public Safety Director – Dave Bachman, and City Engineer – Shawn Middleton / Spicer Group.

### CITIZEN COMMENTS ON AGENDA RELATED ITEMS.

Brandon David – 321 Second Avenue introduced himself as an applicant for the Historic District Commission and gave a brief description of his background.

### CONSENT AGENDA.

- Minutes - February 7, 2017 - Regular Meeting
- Financial Reports
  - Payroll
    - January 16 – 29, 2017 - \$ 118,018.84
    - January 30 – February 12, 2017 - \$ 109,416.32
  - Invoices
    - January 12, 2017 - \$1,237,002.81
    - January 27, 2017 - \$ 659,408.07
- Notification Regarding Next Work Session – *Thursday, March 9, 2017*

A special Council work session has been scheduled for Thursday, March 9 at 5 p.m., at the Manistee ISD with the League of Women Voters. This will be an opportunity for LWV and the community to meet the Council.
- Consideration of the American Cancer Society Relay for Life of Manistee County

The American Cancer Society Relay for Life in Manistee County is scheduled for Friday, July 28, 2017. This is an annual request and the site requested is for one-half of the parking lot in Douglas Park. Set up will commence on Thursday, July 27; roping off that section of the parking lot. The event will run on Friday from noon to midnight.

MOTION by Beaton, second by Zielinski to approve the Consent Agenda as presented.

With a roll call vote this motion passed unanimously.

AYES: Kenny, Beaton, Zielinski, Goodspeed, Smith, Wittlief, and Pontiac

NAYS: None

**CONSIDERATION OF CITY COUNCIL ADOPTION OF 2017 THROUGH 2018-2019 CITY OF MANISTEE STRATEGIC PLAN.**

City Council and the Alliance for Economic Success have completed updates for the City of Manistee Strategic Plan. Council is being requested to review and adopt the 2017 through 2018-2019 Strategic Plan.

MOTION by Zielinski, second by Wittlieff to adopt the 2017 through 2018-2019 Strategic Plan for the City of Manistee. Brief discussion followed.

With a roll call vote this motion passed unanimously.

AYES: Cooper, Beaton, Zielinski, Goodspeed, Smith, Wittlieff, and Pontiac  
NAYS: None

**CONSIDERATION OF LOCAL REVENUE SHARING BOARD GRANT APPLICATIONS.**

The Local Revenue Sharing Board (LRSB) distributes 2% money from the Little River Casino. The deadline for 2017 Cycle I applications is Friday, March 3, 2017 at 5:00 p.m. City staff has prepared two grant applications for submission to the Local Revenue Sharing Board. This agenda item will include two separate motions, one for each grant application.

MOTION by Zielinski, second by Wittlieff to authorize the submission of a grant application to the Local Revenue Sharing Board for four police vehicle radar units in the amount of \$8,940.

With a roll call vote this motion passed unanimously.

AYES: Cooper, Beaton, Zielinski, Goodspeed, Smith, Wittlieff, and Pontiac  
NAYS: None

MOTION by Goodspeed, second by Cooper to authorize the submission of a grant application to the Local Revenue Sharing Board for a stairchair and evac-u-splint set in the amount of \$4,000.

With a roll call vote this motion passed unanimously.

AYES: Cooper, Beaton, Zielinski, Goodspeed, Smith, Wittlieff, and Pontiac  
NAYS: None

**CONSIDERATION OF AN EASEMENT, MANISTEE HOUSING COMMISSION FOR PROPERTY AT 273 SIXTH AVENUE.**

The City of Manistee maintains and operates storm and sanitary sewer facilities within the Century Terrace property at 273 Sixth Avenue. Some of these facilities predate the current building while several are new as a result of the Sixth Avenue Pump Station and force-main replacement project. The proposed easement document is intended to address all existing City utilities at 273 Sixth Avenue. The

Grant of Easement has been prepared by the City Attorney.

MOTION by Zielinski, second by Wittlieff to approve a Grant of Easement between the City of Manistee and the Manistee Housing Commission for existing City storm and sanitary sewer facilities located across the Century Terrace property at 273 Sixth Avenue; and further authorize the Mayor and City Clerk to execute the agreement.

With a roll call vote this motion passed unanimously.

AYES: Cooper, Beaton, Zielinski, Goodspeed, Smith, Wittlieff, and Pontiac

NAYS: None

**CONSIDERATION OF AMENDING CHAPTER 1489 LOW OR MODERATE INCOME HOUSING ORDINANCE.**

Third Coast Development is moving forward on its plans for redevelopment of the former Oleson's property. In preliminary discussions with City staff, Third Coast Development has indicated a desire to secure a Payment in Lieu of Taxes (PILOT) agreement with the City for the residential unit component of the building.

City Ordinance 1489 mandates that a PILOT must be equal to 10% of annual shelter rents, there's no mechanism for the City to accept a lower PILOT. Ordinance language also restricts the PILOT term to 35 years. City staff recommends that this ordinance be amended.

MOTION by Wittlieff, second by Goodspeed to direct the City Attorney to draft an ordinance amendment for Chapter 1489 that changes the wording from "an amount equal to ten percent (10%) to "an amount up to ten percent (10%) and change "or the thirty-fifth (35<sup>th</sup>) year" to "or the fiftieth (50<sup>th</sup>) year; for a first reading at the March 7, 2017 Council meeting. Discussion followed voicing concerns on the change of the percentage and years allowed; would like more time and discussion to take place; Taylor stated this mirrors State law and gives Council more flexibility.

MOTION by Cooper, second by Pontiac to table this item until the March 20<sup>th</sup> Council meeting to allow more discussion at the work session.

With a roll call vote the motion to table this item passed, 5-2.

AYES: Cooper, Beaton, Zielinski, Smith, and Pontiac

NAYS: Goodspeed and Wittlieff

**CONSIDERATION OF COMMERCIAL USES PERMITTED WITHIN THE CITY RIGHT-OF-WAY POLICY.**

A policy has been drafted by the DDA Design Committee to provide standards for commercial uses within the public right-of-way. The DDA reviewed and approved the drafted policy at their meeting on February 8, 2017. The policy has been designed to provide standards for properties in the DDA and commercial properties outside of the DDA. This policy would expand upon and replace existing policy GP-47 Sidewalk Merchandise.

MOTION by Wittlieff, second by Cooper authorize the City Manager to initiate General Policy GP-47 Commercial Uses Permitted Within the City Right-of-Way.

With a roll call vote this motion passed unanimously.

AYES: Cooper, Beaton, Zielinski, Goodspeed, Smith, Wittlieff, and Pontiac

NAYS: None

**CONSIDERATION OF UPDATING CITY CHARTER.**

Mayor Pro-Tem Roger Zielinski has requested Council consideration of requesting the City Attorney and staff to review the Charter document and notate areas that are no longer applicable or are superseded by state or federal law. Many areas are outdated which makes it difficult for Councilmembers and the public to clearly understand various requirements, causing some misinterpretations.

The Home Rule City Act allows communities to make nominal changes to the Charter. Substantial revisions or amendments are subject to a vote by the electors.

MOTION by Zielinski, second by Pontiac to direct the City Attorney and City Clerk to review the City Charter for areas that are no longer applicable or are superseded by state or federal law.

With a roll call vote this motion passed unanimously.

AYES: Cooper, Beaton, Zielinski, Goodspeed, Smith, Wittlieff, and Pontiac

NAYS: None

**CONSIDERATION OF RECOMMENDATIONS FROM THE COMPENSATION COMMISSION.**

Compensation for the Mayor and members of City Council is established based on procedures set in the Charter, State Statute and local ordinance. A fundamental point in these requirements is that the Mayor and Council may not approve changes in their own levels of compensation. Any change in compensation must take effect after the terms of all current Council members have expired.

Under established procedures, the City Council may not develop compensation rates even though the rates do not become effective during the term of the Council. Rates are developed by an independent Compensation Commission which only meets every other year.

The Council may accept or reject the Compensation Commission's recommendations, they may not be modified. If the Council chooses to reject the recommendations, they are returned to the Compensation Commission for further consideration. Rejection can only occur if a majority of City Council, five (5) members, votes to reject the recommendations. If the recommendations are accepted, they will be implemented at the beginning of the year 2019, after all current Council terms have expired.



The current salaries for the Mayor and City Council are \$4,774 and \$3,713 per year respectively. These rates have been in effect since January 2009. The Compensation Commission is recommending that these amounts be increased to \$5,000 for the Mayor and \$3,875 for Council. They also recommend that in a twelve (12) month period, beginning after the Council's Organizational Meeting, if a Council member misses more than six (6) regularly scheduled Council meetings or work sessions, the Council member or Mayor would receive a deduction of \$100 (Council) or \$120 (Mayor) per meeting missed thereafter. City Attorney Saylor stated that the second part of the recommendation is not enforceable; there is no requirement that Council approve the recommendation, the only action would be to reject the recommendation.

MOTION by Beaton, second by Wittlieff to reject the Compensation Commission's recommendations. Brief discussion followed.

With a roll call vote this motion passed unanimously.

AYES: Cooper, Beaton, Zielinski, Goodspeed, Smith, Wittlieff, and Pontiac

NAYS: None

**CONSIDERATION OF APPLICATIONS TO BOARDS AND COMMISSIONS.**

The City Clerk has taken action to advertise vacancies on the Board of Review, Brownfield Redevelopment Authority, Historic District Commission, PEG Commission, and the Parks Commission.

All appointments by the Mayor are subject to the Council's approval, unless otherwise specified by statute or ordinance. Nominations for Council appointments do not require a second. After a member of Council nominates an individual for appointment, Council shall vote on the nomination. A majority vote in favor of placement of the nominee is required for appointment.

The following applications have been received: (\*Incumbent)

**HISTORIC DISTRICT COMMISSION.** Three vacancies, two terms ending 2/28/20, and one term ending 2/28/19 (applicants must be City resident); Council appointment.

Brandon T. David, 321 Second Avenue

Mary E. Russell, 609 Broad Avenue\*

Lee Trucks, 453 Second Street\*

Randell Zakrajsek, 173 Quincy Street

Goodspeed nominated Brandon David, 321 Second Avenue, to the Historic District Commission for a term ending 2/28/20.

With a roll call vote this nomination passed unanimously.

AYES: Cooper, Beaton, Zielinski, Goodspeed, Smith, Wittlieff, and Pontiac

NAYS: None

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## PROCEEDINGS OF THE MANISTEE CITY COUNCIL – February 21, 2017

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Goodspeed nominated Lee Trucks, 453 Second Street, to the Historic District Commission for a term ending 2/28/20.

With a roll call vote this nomination passed unanimously.

AYES: Cooper, Beaton, Zielinski, Goodspeed, Smith, Wittlieff, and Pontiac

NAYS: None

Wittlieff nominated Mary Russell, 609 Broad Avenue, to the Historic District Commission for a term ending 2/28/19.

With a roll call vote this nomination passed unanimously.

AYES: Cooper, Beaton, Zielinski, Goodspeed, Smith, Wittlieff, and Pontiac

NAYS: None

### **CONSIDERATION OF A CITY REPRESENTATIVE TO THE COUNTY-WIDE MULTI-USE TRAIL COMMITTEE.**

On November 1, 2016 City Council repealed Chapter 263 Non-Motorized Transportation Committee after the formation of a County-Wide Multi-Use Trail Committee. At the January 2017 Parks Commission meeting they selected Mickey McCann (Parks Leadman) as the primary representative and Mike Quinn as the second representative to represent the City on the County-Wide Multi-Use Committee.

MOTION by Zielinski, second by Pontiac to appoint Mickey McCann as the City representative, and Mike Quinn as the second representative to serve on the County-Wide Multi-Use Trail Committee.

With a roll call vote this motion passed unanimously.

AYES: Cooper, Beaton, Zielinski, Goodspeed, Smith, Wittlieff, and Pontiac

NAYS: None

### **A REPORT FROM THE PUBLIC SAFETY DEPARTMENT.**

Police Sergeant Steve Schmeling and Fire Deputy Chief Heath Darling reported on the activities of the Public Safety Department and responded to questions the Council had regarding their activities.

### **CITIZEN COMMENT.**

*None received.*

### **OFFICIALS AND STAFF.**

Taylor stated he will be on vacation thru March 2<sup>nd</sup>; Chief Bachman will be in charge in his absence.

Mikula stated his departments are getting caught up on a lot of things due to the nice weather; an update on the run water notice was posted on Facebook; will be bringing the night shift back due to the warmer weather; stated the skating rink has to be completely thawed out before removing it.

**COUNCILMEMBERS.**

Zielinski commented on the condition of the observation fence by the First Street boat ramp; also asked if some trees or shrubs could be planted by the lift station to make it look better.

Wittlieff stated there will be an open house for the Armory Youth Project this weekend.

Pontiac stated there is a street light out on the corner of Twelfth and Ramsdell Streets; congratulated the DDA on a good weekend for the chili cook off.

Smith congratulated the Public Safety Department for their presentation; thanked staff for the work on this aggressive agenda tonight; thanked Councilmember Wittlieff for being the first Councilmember to appear at the Council on Aging, this will be a monthly feature.

**ADJOURN.**

MOTION to adjourn was made by Goodspeed, second by Zielinski. Meeting adjourned at 8:35 p.m.

Michelle Wright MMC / CPFA, MiCPT  
City Clerk/Chief Deputy Treasurer

## CASH TRANSACTIONS REPORT

DRAFT

MONTH: JANUARY  
City of Manistee

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8:36 am

Account Number	Beginning Balance	Debit	Credit	Ending Balance
<b>Fund: 101 - GENERAL FUND</b>				
Dept: 000				
001.000 Cash	919,011.07	167,698.13	499,828.43	586,880.77
001.001 Restricted Cash	33,882.00	0.00	0.00	33,882.00
001.002 Cash - Escrow	109,864.49	2,706.85	3,181.55	109,389.79
004.000 Cash - Petty	800.00	0.00	0.00	800.00
017.000 MBIA Mi Class Inv	1,248,560.63	987.89	0.00	1,249,548.52
Total Dept: 000	2,312,118.19	171,392.87	503,009.98	1,980,501.08
<b>Fund: 101</b>	2,312,118.19	171,392.87	503,009.98	1,980,501.08
<b>Fund: 202 - MAJOR STREET FUND</b>				
Dept: 000				
001.000 Cash	171,350.87	87,937.17	71,115.18	188,172.86
017.000 MBIA Mi Class Inv	250,436.55	198.17	0.00	250,634.72
Total Dept: 000	421,787.42	88,135.34	71,115.18	438,807.58
<b>Fund: 202</b>	421,787.42	88,135.34	71,115.18	438,807.58
<b>Fund: 203 - LOCAL STREET FUND</b>				
Dept: 000				
001.000 Cash	71,111.16	12,385.67	9,771.23	73,725.60
Total Dept: 000	71,111.16	12,385.67	9,771.23	73,725.60
<b>Fund: 203</b>	71,111.16	12,385.67	9,771.23	73,725.60
<b>Fund: 204 - STREET IMPROVEMENT FUND</b>				
Dept: 000				
001.000 Cash	55,049.99	1,043.47	0.00	56,093.46
Total Dept: 000	55,049.99	1,043.47	0.00	56,093.46
<b>Fund: 204</b>	55,049.99	1,043.47	0.00	56,093.46
<b>Fund: 226 - CITY REFUSE FUND</b>				
Dept: 000				
001.000 Cash	128,849.22	23,763.69	43,472.36	109,140.55
Total Dept: 000	128,849.22	23,763.69	43,472.36	109,140.55
<b>Fund: 226</b>	128,849.22	23,763.69	43,472.36	109,140.55
<b>Fund: 243 - BROWNFIELD REDEVELOPMENT AUTHO</b>				
Dept: 000				
001.000 Cash	15,855.48	281.64	0.00	16,137.12
Total Dept: 000	15,855.48	281.64	0.00	16,137.12
<b>Fund: 243</b>	15,855.48	281.64	0.00	16,137.12
<b>Fund: 245 - OIL &amp; GAS FUND</b>				
Dept: 000				
001.000 Cash	49,780.84	7.20	0.00	49,788.04
001.020 Money Market	326,267.23	0.00	0.00	326,267.23
Total Dept: 000	376,048.07	7.20	0.00	376,055.27
<b>Fund: 245</b>	376,048.07	7.20	0.00	376,055.27
<b>Fund: 275 - GRANT MANAGEMENT FUND</b>				
Dept: 000				
001.000 Cash	13,539.19	20,000.00	5,906.89	27,632.30
Total Dept: 000	13,539.19	20,000.00	5,906.89	27,632.30

## CASH TRANSACTIONS REPORT

DRAFT

MONTH: JANUARY  
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Account Number	Beginning Balance	Debit	Credit	Ending Balance
<b>Fund: 275</b>	13,539.19	20,000.00	5,906.89	27,632.30
<b>Fund: 290 - PEG COMMISSION</b>				
Dept: 000				
001.000 Cash	14,179.57	0.00	3,323.09	10,856.48
Total Dept: 000	14,179.57	0.00	3,323.09	10,856.48
<b>Fund: 290</b>	14,179.57	0.00	3,323.09	10,856.48
<b>Fund: 297 - RAMSDELL REGIONAL CENTER/ARTS</b>				
Dept: 000				
001.000 Cash	72,835.19	33,651.47	18,355.26	88,131.40
001.002 Cash - Escrow	2,930.00	350.00	500.00	2,780.00
004.000 Cash - Petty	200.00	0.00	0.00	200.00
Total Dept: 000	75,965.19	34,001.47	18,855.26	91,111.40
<b>Fund: 297</b>	75,965.19	34,001.47	18,855.26	91,111.40
<b>Fund: 430 - CAPITAL IMPROVEMENT FUND</b>				
Dept: 000				
001.000 Cash	213,398.84	0.00	84,793.22	128,605.62
Total Dept: 000	213,398.84	0.00	84,793.22	128,605.62
<b>Fund: 430</b>	213,398.84	0.00	84,793.22	128,605.62
<b>Fund: 490 - RENAISSANCE PARK</b>				
Dept: 000				
001.000 Cash	4,845.11	0.00	1,871.96	2,973.15
Total Dept: 000	4,845.11	0.00	1,871.96	2,973.15
<b>Fund: 490</b>	4,845.11	0.00	1,871.96	2,973.15
<b>Fund: 508 - BOAT RAMP FUND</b>				
Dept: 000				
001.000 Cash	32,655.62	0.00	372.80	32,282.82
Total Dept: 000	32,655.62	0.00	372.80	32,282.82
<b>Fund: 508</b>	32,655.62	0.00	372.80	32,282.82
<b>Fund: 592 - WATER &amp; SEWER UTILITY</b>				
Dept: 000				
001.000 Cash	271,737.72	439,013.09	250,015.90	460,734.91
001.002 Cash - Escrow	51,900.00	1,800.00	2,900.00	50,800.00
004.000 Cash - Petty	300.00	0.00	0.00	300.00
017.000 MBIA Mi Class Inv	492,621.64	389.78	0.00	493,011.42
017.001 MBIA MI Class - 2015 W&S RvBd	632,795.28	500.66	0.00	633,295.94
Total Dept: 000	1,449,354.64	441,703.53	252,915.90	1,638,142.27
<b>Fund: 592</b>	1,449,354.64	441,703.53	252,915.90	1,638,142.27
<b>Fund: 594 - MARINA FUND</b>				
Dept: 000				
001.000 Cash	29,020.41	25,420.00	40,879.16	13,561.25
001.002 Cash - Escrow	500.00	500.00	400.00	600.00
Total Dept: 000	29,520.41	25,920.00	41,279.16	14,161.25
<b>Fund: 594</b>	29,520.41	25,920.00	41,279.16	14,161.25
<b>Fund: 661 - MOTOR POOL FUND</b>				
Dept: 000				

## CASH TRANSACTIONS REPORT

DRAFT

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Account Number	Beginning Balance	Debit	Credit	Ending Balance
Dept: 000				
001.000 Cash	166,915.14	34,893.00	37,053.09	164,755.05
017.000 MBIA Mi Class Inv	350,611.19	277.39	0.00	350,888.58
Total Dept: 000	517,526.33	35,170.39	37,053.09	515,643.63
<b>Fund: 661</b>	517,526.33	35,170.39	37,053.09	515,643.63
<b>Fund: 703 - CURRENT TAX COLLECTION</b>				
Dept: 000				
001.000 Cash	871,826.23	904,142.96	1,248,903.58	527,065.61
Total Dept: 000	871,826.23	904,142.96	1,248,903.58	527,065.61
<b>Fund: 703</b>	871,826.23	904,142.96	1,248,903.58	527,065.61
<b>Fund: 704 - PAYROLL CLEARING FUND</b>				
Dept: 000				
001.000 Cash	24,346.66	491,378.85	481,218.56	34,506.95
Total Dept: 000	24,346.66	491,378.85	481,218.56	34,506.95
<b>Fund: 704</b>	24,346.66	491,378.85	481,218.56	34,506.95
<b>Fund: 705 - DELINQUENT TAX COLLECTION</b>				
Dept: 000				
001.000 Cash	3,684.79	98.09	3,684.79	98.09
Total Dept: 000	3,684.79	98.09	3,684.79	98.09
<b>Fund: 705</b>	3,684.79	98.09	3,684.79	98.09
Grand Totals:	6,631,662.11	2,249,425.17	2,807,547.05	6,073,540.23

**REVENUE/EXPENDITURE REPORT**  
**DRAFT**

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City of Manistee

For the Period: 7/1/2016 to 1/31/2017	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
<b>Fund: 101 - GENERAL FUND</b>							
Revenues							
Dept: 000							
402.000 Real & Personal Property Tax	2,859,958.00	2,859,958.00	2,926,599.64	18,047.95	0.00	-66,641.64	102.3
411.000 Delinq Real Property Tax	219,206.00	219,206.00	0.00	0.00	0.00	219,206.00	0.0
420.000 Delinq Personal Property Tax	10,856.00	10,856.00	4,526.56	1,008.00	0.00	6,329.44	41.7
445.000 Tax Penalties & Interest	22,427.00	22,427.00	12,942.82	1,499.16	0.00	9,484.18	57.7
447.000 Tax Administration Fee	84,509.00	84,509.00	65,693.90	12,194.25	0.00	18,815.10	77.7
450.000 Business Registration	1,125.00	1,125.00	300.00	0.00	0.00	825.00	26.7
485.000 Permits	6,500.00	6,500.00	7,155.00	950.00	0.00	-655.00	110.1
490.000 Franchise Fees	110,000.00	110,000.00	0.00	0.00	0.00	110,000.00	0.0
539.000 State Grant Revenue	7,000.00	7,000.00	13,699.00	0.00	0.00	-6,699.00	195.7
539.002 Crim Just Training Grant	2,300.00	2,300.00	1,329.25	0.00	0.00	970.75	57.8
573.000 Local Comm Stabilizaton Share	90,000.00	90,000.00	190,437.46	0.00	0.00	-100,437.46	211.6
574.000 State Share Liquor Tax	8,400.00	8,400.00	18,306.20	0.00	0.00	-9,906.20	217.9
575.000 State Shared Revenue	493,841.00	493,841.00	169,673.00	0.00	0.00	324,168.00	34.4
575.001 State CVTRS	165,336.00	165,336.00	55,112.00	0.00	0.00	110,224.00	33.3
626.000 Charge for Service	31,200.00	31,200.00	10,728.85	690.14	0.00	20,471.15	34.4
627.000 Charge for Serv - Bldg. Insp.	0.00	0.00	25.00	0.00	0.00	-25.00	0.0
628.000 Charge for Service - Boat Ramp	2,591.00	2,591.00	2,591.00	0.00	0.00	0.00	100.0
630.000 Charge for Services-Local St.	83,430.00	83,430.00	48,667.50	6,952.50	0.00	34,762.50	58.3
631.000 Charge for Services-Major St.	212,180.00	212,180.00	123,771.69	17,681.67	0.00	88,408.31	58.3
632.000 Charge For Service - Marina	11,080.00	11,080.00	8,310.00	2,770.00	0.00	2,770.00	75.0
634.000 Charge for Services - Refuse	89,306.00	89,306.00	46,639.50	11,346.50	0.00	42,666.50	52.2
635.000 Charge for Service - W&S	343,438.00	343,438.00	200,338.81	28,619.83	0.00	143,099.19	58.3
636.000 Charge for Service-Transport	278,000.00	278,000.00	155,251.14	15,685.38	0.00	122,748.86	55.8
639.000 Utility Ownership Fee	183,167.00	183,167.00	106,847.44	15,263.92	0.00	76,319.56	58.3
640.000 Payment in Lieu of Taxes	192,550.00	192,550.00	149,077.54	0.00	0.00	43,472.46	77.4
642.000 Sales	4,500.00	4,500.00	3,205.34	91.58	0.00	1,294.66	71.2
655.000 Fines & Forfeits	26,000.00	26,000.00	13,940.67	3,729.74	0.00	12,059.33	53.6
664.000 Interest Income	1,147.00	1,147.00	3,721.16	987.89	0.00	-2,574.16	324.4
667.000 Rental Income	5,100.00	5,100.00	5,950.00	4,650.00	0.00	-850.00	116.7
668.000 Riverfront Lease Income	22,112.00	22,112.00	0.00	0.00	0.00	22,112.00	0.0
671.000 Other Revenue	500.00	500.00	0.00	0.00	0.00	500.00	0.0
674.000 Contributions/Donations	2,000.00	2,000.00	886.96	0.00	0.00	1,113.04	44.3
676.000 Reimbursement	144,550.00	144,550.00	143,962.68	2,055.10	0.00	587.32	99.6
687.000 Refunds	20,000.00	20,000.00	51,836.42	5,000.00	0.00	-31,836.42	259.2
688.000 Refunds - W.C. Premium	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.0
695.000 Insurance Settlement	0.00	0.00	1,637.84	0.00	0.00	-1,637.84	0.0
699.000 Transfers In	446,621.00	446,621.00	352,792.50	0.00	0.00	93,828.50	79.0
Dept: 000	6,181,930.00	6,181,930.00	4,895,956.87	149,223.61	0.00	1,285,973.13	79.2
Revenues	6,181,930.00	6,181,930.00	4,895,956.87	149,223.61	0.00	1,285,973.13	79.2
Expenditures							
Dept: 100 GENERAL							
728.000 SUPPLIES - Operating	1,000.00	1,000.00	624.20	254.29	0.00	375.80	62.4
801.000 Professional Services	33,000.00	33,000.00	15,486.34	0.00	0.00	17,513.66	46.9
822.000 Insurance	81,000.00	81,000.00	87,213.84	0.00	0.00	-6,213.84	107.7
855.000 Utilities - Cell Phones	12,000.00	12,000.00	5,876.04	968.29	0.00	6,123.96	49.0
859.000 Utilities - Data/Internet	2,000.00	2,000.00	2,567.28	186.32	0.00	-567.28	128.4
901.000 Postage	26,000.00	26,000.00	16,592.53	1,233.65	0.00	9,407.47	63.8
925.001 UTILITIES - Electric Str Light	112,000.00	112,000.00	52,548.23	8,575.00	0.00	59,451.77	46.9
940.000 Rent	1,700.00	1,700.00	1,616.59	0.00	0.00	83.41	95.1
959.000 Bad Debt	500.00	500.00	0.00	0.00	0.00	500.00	0.0
960.000 Bank Charges	6,000.00	6,000.00	3,637.02	568.36	0.00	2,362.98	60.6
964.000 Refunds	1,000.00	1,000.00	16,583.62	0.00	0.00	-15,583.62	1658.4
989.000 Computer Hardware & Software	7,000.00	7,000.00	720.94	0.00	0.00	6,279.06	10.3
999.000 Transfers Out	75,616.00	75,616.00	5,616.00	0.00	0.00	70,000.00	7.4
GENERAL	358,816.00	358,816.00	209,082.63	11,785.91	0.00	149,733.37	58.3
Dept: 101 LEGISLATIVE							
702.000 Salaries	27,052.00	27,052.00	15,316.33	2,254.35	0.00	11,735.67	56.6

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City of Manistee

For the Period: 7/1/2016 to 1/31/2017	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
<b>Fund: 101 - GENERAL FUND</b>							
Expenditures							
Dept: 101 LEGISLATIVE							
712.001 Costs - Social Security	1,677.00	1,677.00	949.48	139.75	0.00	727.52	56.6
712.002 Costs - Medicare	392.00	392.00	222.22	32.71	0.00	169.78	56.7
712.009 Costs - Workers Compensation	84.00	84.00	41.81	5.39	0.00	42.19	49.8
728.000 SUPPLIES - Operating	6,650.00	6,650.00	5,636.54	294.00	0.00	1,013.46	84.8
860.000 Travel & Training	5,300.00	5,300.00	480.00	450.00	0.00	4,820.00	9.1
<b>LEGISLATIVE</b>	<b>41,155.00</b>	<b>41,155.00</b>	<b>22,646.38</b>	<b>3,176.20</b>	<b>0.00</b>	<b>18,508.62</b>	<b>55.0</b>
Dept: 172 MANAGER							
702.000 Salaries	148,761.00	148,761.00	79,319.77	11,446.12	0.00	69,441.23	53.3
712.001 Costs - Social Security	9,804.00	9,804.00	5,419.02	732.60	0.00	4,384.98	55.3
712.002 Costs - Medicare	2,293.00	2,293.00	1,267.34	171.34	0.00	1,025.66	55.3
712.005 Costs - MERS Contribution	14,936.00	14,936.00	8,734.88	1,189.36	0.00	6,201.12	58.5
712.006 Costs - In Lieu of BC/BS	4,068.00	4,068.00	2,712.00	339.00	0.00	1,356.00	66.7
712.007 Costs - SUTA	274.00	274.00	126.76	126.76	0.00	147.24	46.3
712.009 Costs - Workers Compensation	640.00	640.00	426.46	51.51	0.00	213.54	66.6
712.010 Costs - Blue Cross Insurance	9,894.00	9,894.00	6,586.56	823.32	0.00	3,307.44	66.6
712.011 Costs - Life Insurance	659.00	659.00	305.15	39.95	0.00	353.85	46.3
712.013 Costs - HSA Contribution	3,000.00	3,000.00	3,000.00	0.00	0.00	0.00	100.0
712.014 Costs - Dental Insurance	1,398.00	1,398.00	931.68	116.46	0.00	466.32	66.6
712.015 Costs - Vision / Ancillary	389.00	389.00	259.60	32.45	0.00	129.40	66.7
728.000 SUPPLIES - Operating	2,450.00	2,450.00	312.21	166.95	0.00	2,137.79	12.7
735.000 Periodicals & Publications	150.00	150.00	0.00	0.00	0.00	150.00	0.0
801.000 Professional Services	500.00	500.00	0.00	0.00	0.00	500.00	0.0
831.000 Contractual Repairs & Maint.	1,300.00	1,300.00	604.84	240.59	0.00	695.16	46.5
860.000 Travel & Training	3,350.00	3,350.00	774.25	0.00	0.00	2,575.75	23.1
865.000 Vehicle Allowance	4,800.00	4,800.00	2,800.00	400.00	0.00	2,000.00	58.3
870.000 Memberships & Dues	1,200.00	1,200.00	1,014.00	0.00	0.00	186.00	84.5
985.000 Lease Purchase	2,220.00	2,220.00	560.39	0.00	0.00	1,659.61	25.2
<b>MANAGER</b>	<b>212,086.00</b>	<b>212,086.00</b>	<b>115,154.91</b>	<b>15,876.41</b>	<b>0.00</b>	<b>96,931.09</b>	<b>54.3</b>
Dept: 215 CLERK							
702.000 Salaries	121,291.00	121,291.00	65,777.93	9,330.21	0.00	55,513.07	54.2
704.000 Overtime	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.0
706.000 Part-Time	6,000.00	6,000.00	6,174.25	0.00	0.00	-174.25	102.9
712.001 Costs - Social Security	7,985.00	7,985.00	4,220.67	564.88	0.00	3,764.33	52.9
712.002 Costs - Medicare	1,867.00	1,867.00	987.04	132.10	0.00	879.96	52.9
712.005 Costs - MERS Contribution	12,278.00	12,278.00	7,010.89	936.76	0.00	5,267.11	57.1
712.007 Costs - SUTA	274.00	274.00	99.84	99.84	0.00	174.16	36.4
712.009 Costs - Workers Compensation	552.00	552.00	352.98	41.99	0.00	199.02	63.9
712.010 Costs - Blue Cross Insurance	9,894.00	9,894.00	6,586.56	823.32	0.00	3,307.44	66.6
712.011 Costs - Life Insurance	537.00	537.00	253.74	33.37	0.00	283.26	47.3
712.013 Costs - HSA Contribution	3,000.00	3,000.00	3,000.00	0.00	0.00	0.00	100.0
712.014 Costs - Dental Insurance	699.00	699.00	465.84	58.23	0.00	233.16	66.6
712.015 Costs - Vision / Ancillary	354.00	354.00	236.00	29.50	0.00	118.00	66.7
728.000 SUPPLIES - Operating	3,800.00	3,800.00	1,609.21	155.53	0.00	2,190.79	42.3
735.000 Periodicals & Publications	155.00	155.00	0.00	0.00	0.00	155.00	0.0
740.000 Election Expense	6,620.00	6,620.00	2,432.84	0.00	0.00	4,187.16	36.7
801.000 Professional Services	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.0
831.000 Contractual Repairs & Maint.	6,500.00	6,500.00	6,079.73	50.00	0.00	420.27	93.5
860.000 Travel & Training	6,700.00	6,700.00	1,065.03	0.00	0.00	5,634.97	15.9
870.000 Memberships & Dues	775.00	775.00	280.00	0.00	0.00	495.00	36.1
900.000 Printing & Publishing	4,810.00	4,810.00	2,011.52	401.45	0.00	2,798.48	41.8
985.000 Lease Purchase	3,000.00	3,000.00	1,491.12	0.00	0.00	1,508.88	49.7
<b>CLERK</b>	<b>200,091.00</b>	<b>200,091.00</b>	<b>110,135.19</b>	<b>12,657.18</b>	<b>0.00</b>	<b>89,955.81</b>	<b>55.0</b>
Dept: 253 FINANCE / TREASURER							
702.000 Salaries	166,495.00	166,495.00	90,296.74	12,808.04	0.00	76,198.26	54.2
704.000 Overtime	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.0
712.001 Costs - Social Security	10,744.00	10,744.00	5,984.79	798.74	0.00	4,759.21	55.7
712.002 Costs - Medicare	2,513.00	2,513.00	1,399.65	186.80	0.00	1,113.35	55.7



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City of Manistee

For the Period: 7/1/2016 to 1/31/2017	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
<b>Fund: 101 - GENERAL FUND</b>							
Expenditures							
Dept: 253 FINANCE / TREASURER							
712.005 Costs - MERS Contribution	16,816.00	16,816.00	9,647.34	1,285.92	0.00	7,168.66	57.4
712.006 Costs - In Lieu of BC/BS	4,800.00	4,800.00	3,200.00	400.00	0.00	1,600.00	66.7
712.007 Costs - SUTA	410.00	410.00	137.06	137.06	0.00	272.94	33.4
712.009 Costs - Workers Compensation	720.00	720.00	483.71	57.65	0.00	236.29	67.2
712.010 Costs - Blue Cross Insurance	12,474.00	12,474.00	8,299.20	1,037.40	0.00	4,174.80	66.5
712.011 Costs - Life Insurance	703.00	703.00	331.95	43.71	0.00	371.05	47.2
712.012 Costs - HRA Payments/Fees	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	0.0
712.013 Costs - HSA Contribution	3,000.00	3,000.00	3,000.00	0.00	0.00	0.00	100.0
712.014 Costs - Dental Insurance	873.00	873.00	582.24	72.78	0.00	290.76	66.7
712.015 Costs - Vision / Ancillary	354.00	354.00	236.00	29.50	0.00	118.00	66.7
728.000 SUPPLIES - Operating	4,200.00	4,200.00	2,987.65	639.06	0.00	1,212.35	71.1
735.000 Periodicals & Publications	835.00	835.00	560.00	560.00	0.00	275.00	67.1
801.000 Professional Services	27,538.00	27,538.00	25,519.10	15,089.10	0.00	2,018.90	92.7
831.000 Contractual Repairs & Maint.	9,100.00	9,100.00	7,812.21	102.94	0.00	1,287.79	85.8
860.000 Travel & Training	4,800.00	4,800.00	2,930.62	218.00	0.00	1,869.38	61.1
870.000 Memberships & Dues	630.00	630.00	365.00	0.00	0.00	265.00	57.9
900.000 Printing & Publishing	700.00	700.00	212.02	0.00	0.00	487.98	30.3
970.000 Capital Outlay - under \$5,000	800.00	800.00	945.44	0.00	0.00	-145.44	118.2
985.000 Lease Purchase	1,740.00	1,740.00	1,007.16	143.88	0.00	732.84	57.9
<b>FINANCE / TREASURER</b>	<b>274,245.00</b>	<b>274,245.00</b>	<b>165,937.88</b>	<b>33,610.58</b>	<b>0.00</b>	<b>108,307.12</b>	<b>60.5</b>
Dept: 257 ASSESSOR							
728.000 SUPPLIES - Operating	500.00	500.00	103.21	42.00	0.00	396.79	20.6
801.000 Professional Services	76,000.00	76,000.00	45,130.00	6,125.00	0.00	30,870.00	59.4
831.000 Contractual Repairs & Maint.	2,675.00	2,675.00	1,773.62	0.00	0.00	901.38	66.3
874.000 Retire. Costs - Blue Cross	3,000.00	3,000.00	2,000.00	250.00	0.00	1,000.00	66.7
970.000 Capital Outlay - under \$5,000	0.00	0.00	99.99	0.00	0.00	-99.99	0.0
<b>ASSESSOR</b>	<b>82,175.00</b>	<b>82,175.00</b>	<b>49,106.82</b>	<b>6,417.00</b>	<b>0.00</b>	<b>33,068.18</b>	<b>59.8</b>
Dept: 265 MUNICIPAL BUILDINGS							
702.000 Salaries	46,408.00	46,408.00	26,717.40	3,569.60	0.00	19,690.60	57.6
704.000 Overtime	0.00	0.00	175.69	117.13	0.00	-175.69	0.0
712.001 Costs - Social Security	3,026.00	3,026.00	1,607.89	220.78	0.00	1,418.11	53.1
712.002 Costs - Medicare	708.00	708.00	376.06	51.64	0.00	331.94	53.1
712.005 Costs - MERS Contribution	2,116.00	2,116.00	2,855.55	390.22	0.00	-739.55	135.0
712.007 Costs - SUTA	137.00	137.00	41.59	41.59	0.00	95.41	30.4
712.009 Costs - Workers Compensation	1,801.00	1,801.00	1,109.62	150.28	0.00	691.38	61.6
712.010 Costs - Blue Cross Insurance	9,894.00	9,894.00	5,763.24	823.32	0.00	4,130.76	58.2
712.011 Costs - Life Insurance	113.00	113.00	44.40	7.05	0.00	68.60	39.3
712.013 Costs - HSA Contribution	3,000.00	3,000.00	3,000.00	0.00	0.00	0.00	100.0
712.014 Costs - Dental Insurance	699.00	699.00	407.61	58.23	0.00	291.39	58.3
712.015 Costs - Vision / Ancillary	354.00	354.00	206.50	29.50	0.00	147.50	58.3
728.000 SUPPLIES - Operating	7,500.00	7,500.00	2,722.16	913.84	0.00	4,777.84	36.3
801.000 Professional Services	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	0.0
831.000 Contractual Repairs & Maint.	12,000.00	12,000.00	6,544.12	627.46	0.00	5,455.88	54.5
850.000 Phone	13,200.00	13,200.00	6,762.89	699.79	0.00	6,437.11	51.2
865.000 Vehicle Allowance	2,400.00	2,400.00	1,400.00	200.00	0.00	1,000.00	58.3
920.000 UTILITIES - Gas	5,700.00	5,700.00	1,480.63	710.84	0.00	4,219.37	26.0
920.336 UTILITIES - Gas Fire Dept	3,800.00	3,800.00	1,306.91	577.51	0.00	2,493.09	34.4
920.441 UTILITIES - Gas DPW	20,900.00	20,900.00	5,165.69	3,683.04	0.00	15,734.31	24.7
920.446 UTILITIES - Gas Bridge	1,000.00	1,000.00	523.35	168.47	0.00	476.65	52.3
922.000 UTILITIES - Water	2,200.00	2,200.00	1,513.86	159.08	0.00	686.14	68.8
922.336 UTILITIES - Water Fire	1,490.00	1,490.00	820.65	113.01	0.00	669.35	55.1
922.441 UTILITIES - Water DPW	2,650.00	2,650.00	1,244.53	65.03	0.00	1,405.47	47.0
922.446 UTILITIES - Water Bridge	1,060.00	1,060.00	635.58	86.20	0.00	424.42	60.0
925.000 UTILITIES - Electric	21,500.00	21,500.00	11,202.44	32.39	0.00	10,297.56	52.1
925.336 UTILITIES - Electric Fire	5,000.00	5,000.00	2,829.65	0.00	0.00	2,170.35	56.6
925.441 UTILITIES - Electric DPW	14,000.00	14,000.00	6,968.76	0.00	0.00	7,031.24	49.8
925.446 UTILITIES - Electric Bridge	4,400.00	4,400.00	1,096.88	0.00	0.00	3,303.12	24.9
930.000 Repairs & Maintenance	8,000.00	8,000.00	76.84	0.00	0.00	7,923.16	1.0
970.000 Capital Outlay - under \$5,000	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	0.0

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City of Manistee

For the Period: 7/1/2016 to 1/31/2017	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
<b>Fund: 101 - GENERAL FUND</b>							
<b>Expenditures</b>							
MUNICIPAL BUILDINGS	200,556.00	200,556.00	94,600.49	13,496.00	0.00	105,955.51	47.2
Dept: 266 ATTORNEY							
802.000 Attorney	49,200.00	49,200.00	29,226.51	4,050.00	0.00	19,973.49	59.4
803.000 Attorney - Litigation	5,800.00	5,800.00	6,719.35	0.00	0.00	-919.35	115.9
804.000 Attorney - Labor	10,000.00	10,000.00	5,700.00	2,500.00	0.00	4,300.00	57.0
805.000 Attorney - Tax Appeals	10,500.00	10,500.00	0.00	0.00	0.00	10,500.00	0.0
806.000 Attorney - Prosecuting Atty	12,500.00	12,500.00	5,698.43	5,698.43	0.00	6,801.57	45.6
ATTORNEY	88,000.00	88,000.00	47,344.29	12,248.43	0.00	40,655.71	53.8
Dept: 285 CITY ENGINEER							
801.000 Professional Services	12,000.00	12,000.00	7,000.00	1,000.00	0.00	5,000.00	58.3
CITY ENGINEER	12,000.00	12,000.00	7,000.00	1,000.00	0.00	5,000.00	58.3
Dept: 290 BOARDS & COMMISSIONS							
712.001 Costs - Social Security	75.00	75.00	16.12	0.00	0.00	58.88	21.5
712.002 Costs - Medicare	20.00	20.00	3.77	0.00	0.00	16.23	18.9
712.009 Costs - Workers Compensation	5.00	5.00	1.17	0.00	0.00	3.83	23.4
881.000 Board of Review	2,000.00	2,000.00	260.00	0.00	0.00	1,740.00	13.0
883.000 Harbor Commission	200.00	200.00	0.00	0.00	0.00	200.00	0.0
884.000 Historic District Commission	750.00	750.00	233.56	23.09	0.00	516.44	31.1
885.000 Non-Motorized Transportation	500.00	500.00	0.00	0.00	0.00	500.00	0.0
886.000 Parks Commission	500.00	500.00	586.65	0.00	0.00	-86.65	117.3
887.000 Planning Commission	6,000.00	6,000.00	1,094.85	167.34	0.00	4,905.15	18.2
888.000 Tree Commission	500.00	500.00	17.00	0.00	0.00	483.00	3.4
889.000 Zoning Board of Appeals	1,300.00	1,300.00	106.50	0.00	0.00	1,193.50	8.2
BOARDS & COMMISSIONS	11,850.00	11,850.00	2,319.62	190.43	0.00	9,530.38	19.6
Dept: 301 POLICE							
702.000 Salaries	644,882.00	644,882.00	339,747.45	49,651.66	0.00	305,134.55	52.7
704.000 Overtime	20,400.00	20,400.00	18,402.86	3,912.75	0.00	1,997.14	90.2
704.002 Underage Drinking Grant	0.00	0.00	3,000.05	0.00	0.00	-3,000.05	0.0
706.000 Part-Time	14,742.00	14,742.00	9,690.50	1,350.00	0.00	5,051.50	65.7
708.000 Holiday/Vacation/Sick Sellback	15,000.00	15,000.00	15,564.21	2,216.97	0.00	-564.21	103.8
712.001 Costs - Social Security	1,205.00	1,205.00	629.57	83.70	0.00	575.43	52.2
712.002 Costs - Medicare	10,457.00	10,457.00	5,878.94	820.32	0.00	4,578.06	56.2
712.005 Costs - MERS Contribution	88,809.00	88,809.00	56,224.74	7,825.97	0.00	32,584.26	63.3
712.006 Costs - In Lieu of BC/BS	14,400.00	14,400.00	9,591.80	1,195.90	0.00	4,808.20	66.6
712.007 Costs - SUTA	1,847.00	1,847.00	625.80	615.57	0.00	1,221.20	33.9
712.009 Costs - Workers Compensation	17,617.00	17,617.00	11,611.46	1,444.68	0.00	6,005.54	65.9
712.010 Costs - Blue Cross Insurance	110,095.00	110,095.00	66,622.88	7,420.04	0.00	43,472.12	60.5
712.011 Costs - Life Insurance	2,847.00	2,847.00	1,397.80	170.73	0.00	1,449.20	49.1
712.013 Costs - HSA Contribution	27,000.00	27,000.00	25,660.33	0.00	0.00	1,339.67	95.0
712.014 Costs - Dental Insurance	7,715.00	7,715.00	4,682.24	521.59	0.00	3,032.76	60.7
712.015 Costs - Vision / Ancillary	3,363.00	3,363.00	2,242.02	280.25	0.00	1,120.98	66.7
715.000 Uniform & Cleaning Allowance	15,400.00	15,400.00	7,752.85	2,194.37	0.00	7,647.15	50.3
728.000 SUPPLIES - Operating	15,600.00	15,600.00	6,440.78	1,537.99	0.00	9,159.22	41.3
735.000 Periodicals & Publications	100.00	100.00	0.00	0.00	0.00	100.00	0.0
770.000 Vehicle Gas	13,900.00	13,900.00	8,853.21	1,445.59	0.00	5,046.79	63.7
801.000 Professional Services	1,250.00	1,250.00	900.00	630.00	0.00	350.00	72.0
831.000 Contractual Repairs & Maint.	8,970.00	8,970.00	4,722.09	499.75	0.00	4,247.91	52.6
860.000 Travel & Training	9,600.00	9,600.00	4,837.15	1,612.07	0.00	4,762.85	50.4
865.000 Vehicle Allowance	4,800.00	4,800.00	2,800.00	400.00	0.00	2,000.00	58.3
870.000 Memberships & Dues	500.00	500.00	200.00	85.00	0.00	300.00	40.0
874.000 Retire. Costs - Blue Cross	3,000.00	3,000.00	2,000.00	250.00	0.00	1,000.00	66.7
900.000 Printing & Publishing	1,000.00	1,000.00	467.85	177.20	0.00	532.15	46.8
930.000 Repairs & Maintenance	11,000.00	11,000.00	6,505.04	47.65	0.00	4,494.96	59.1
957.000 Motor Pool	31,000.00	31,000.00	18,083.31	2,583.33	0.00	12,916.69	58.3
970.000 Capital Outlay - under \$5,000	1,500.00	1,500.00	2,968.91	1,010.91	0.00	-1,468.91	197.9
985.000 Lease Purchase	1,420.00	1,420.00	825.86	117.98	0.00	594.14	58.2

**REVENUE/EXPENDITURE REPORT**  
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City of Manistee

For the Period: 7/1/2016 to 1/31/2017	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
<b>Fund: 101 - GENERAL FUND</b>							
<b>Expenditures</b>							
POLICE	1,099,419.00	1,099,419.00	638,929.70	90,101.97	0.00	460,489.30	58.1
Dept: 336 FIRE							
702.000 Salaries	464,239.00	464,239.00	249,069.79	35,513.68	0.00	215,169.21	53.7
704.000 Overtime	30,000.00	30,000.00	32,505.82	1,730.64	0.00	-2,505.82	108.4
706.000 Part-Time	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.0
708.000 Holiday/Vacation/Sick Sellback	27,000.00	27,000.00	19,419.38	2,372.86	0.00	7,580.62	71.9
712.001 Costs - Social Security	310.00	310.00	0.00	0.00	0.00	310.00	0.0
712.002 Costs - Medicare	6,961.00	6,961.00	4,000.43	464.41	0.00	2,960.57	57.5
712.005 Costs - MERS Contribution	106,959.00	106,959.00	65,419.18	8,251.53	0.00	41,539.82	61.2
712.007 Costs - SUTA	1,540.00	1,540.00	423.87	423.87	0.00	1,116.13	27.5
712.009 Costs - Workers Compensation	19,227.00	19,227.00	13,190.46	1,509.92	0.00	6,036.54	68.6
712.010 Costs - Blue Cross Insurance	97,621.00	97,621.00	68,594.04	8,603.82	0.00	29,026.96	70.3
712.011 Costs - Life Insurance	1,939.00	1,939.00	980.10	128.43	0.00	958.90	50.5
712.013 Costs - HSA Contribution	24,000.00	24,000.00	25,214.67	0.00	0.00	-1,214.67	105.1
712.014 Costs - Dental Insurance	6,841.00	6,841.00	4,798.61	604.08	0.00	2,042.39	70.1
712.015 Costs - Vision / Ancillary	3,009.00	3,009.00	2,005.98	250.75	0.00	1,003.02	66.7
715.000 Uniform & Cleaning Allowance	6,000.00	6,000.00	4,741.33	1,071.10	0.00	1,258.67	79.0
716.000 Food Allowance	6,560.00	6,560.00	5,740.00	0.00	0.00	820.00	87.5
728.000 SUPPLIES - Operating	11,000.00	11,000.00	7,685.44	783.88	0.00	3,314.56	69.9
732.000 SUPPLIES - Medical	16,000.00	16,000.00	14,488.13	3,144.06	0.00	1,511.87	90.6
735.000 Periodicals & Publications	350.00	350.00	0.00	0.00	0.00	350.00	0.0
770.000 Vehicle Gas	6,500.00	6,500.00	3,310.32	512.75	0.00	3,189.68	50.9
790.000 Fire Prevention	2,200.00	2,200.00	1,716.66	0.00	0.00	483.34	78.0
801.000 Professional Services	21,325.00	21,325.00	13,177.59	2,176.63	0.00	8,147.41	61.8
831.000 Contractual Repairs & Maint.	5,500.00	5,500.00	6,273.60	30.00	0.00	-773.60	114.1
860.000 Travel & Training	8,300.00	8,300.00	7,758.66	850.00	0.00	541.34	93.5
870.000 Memberships & Dues	400.00	400.00	400.00	0.00	0.00	0.00	100.0
873.000 Education	7,500.00	7,500.00	1,682.50	0.00	0.00	5,817.50	22.4
874.000 Retire. Costs - Blue Cross	15,000.00	15,000.00	9,250.00	1,000.00	0.00	5,750.00	61.7
900.000 Printing & Publishing	400.00	400.00	90.46	90.46	0.00	309.54	22.6
930.000 Repairs & Maintenance	12,000.00	12,000.00	8,204.92	1,219.39	0.00	3,795.08	68.4
942.000 Hydrant Rental	21,600.00	21,600.00	16,200.00	5,400.00	0.00	5,400.00	75.0
956.000 Mutual Aid	200.00	200.00	0.00	0.00	0.00	200.00	0.0
957.000 Motor Pool	62,000.00	62,000.00	36,166.69	5,166.67	0.00	25,833.31	58.3
970.000 Capital Outlay - under \$5,000	6,000.00	6,000.00	0.00	0.00	0.00	6,000.00	0.0
985.000 Lease Purchase	480.00	480.00	275.24	39.32	0.00	204.76	57.3
FIRE	1,003,961.00	1,003,961.00	622,783.87	81,338.25	0.00	381,177.13	62.0
Dept: 441 PUBLIC WORKS							
702.000 Salaries	544,773.00	544,773.00	295,087.02	42,302.47	0.00	249,685.98	54.2
704.000 Overtime	42,936.00	42,936.00	27,502.67	1,955.59	0.00	15,433.33	64.1
705.000 2E - Standby Pay	0.00	0.00	1,838.76	1,225.84	0.00	-1,838.76	0.0
706.000 Part-Time	29,120.00	29,120.00	23,811.51	0.00	0.00	5,308.49	81.8
708.000 Holiday/Vacation/Sick Sellback	11,000.00	11,000.00	15,639.81	20.37	0.00	-4,639.81	142.2
712.001 Costs - Social Security	38,468.00	38,468.00	23,094.52	2,703.60	0.00	15,373.48	60.0
712.002 Costs - Medicare	8,997.00	8,997.00	5,401.03	632.27	0.00	3,595.97	60.0
712.004 Costs - ICMA Contribution	2,966.00	2,966.00	1,599.06	222.14	0.00	1,366.94	53.9
712.005 Costs - MERS Contribution	23,702.00	23,702.00	13,561.92	1,898.93	0.00	10,140.08	57.2
712.006 Costs - In Lieu of BC/BS	4,800.00	4,800.00	3,525.44	440.68	0.00	1,274.56	73.4
712.007 Costs - SUTA	2,061.00	2,061.00	1,444.02	486.94	0.00	616.98	70.1
712.009 Costs - Workers Compensation	38,315.00	38,315.00	28,235.03	3,060.90	0.00	10,079.97	73.7
712.010 Costs - Blue Cross Insurance	109,418.00	109,418.00	71,421.14	8,886.45	0.00	37,996.86	65.3
712.011 Costs - Life Insurance	2,139.00	2,139.00	999.07	133.01	0.00	1,139.93	46.7
712.013 Costs - HSA Contribution	28,500.00	28,500.00	28,250.00	0.00	0.00	250.00	99.1
712.014 Costs - Dental Insurance	7,686.00	7,686.00	5,021.88	625.92	0.00	2,664.12	65.3
712.015 Costs - Vision / Ancillary	3,894.00	3,894.00	2,566.50	324.50	0.00	1,327.50	65.9
715.000 Uniform & Cleaning Allowance	5,903.00	5,903.00	2,066.45	144.35	0.00	3,836.55	35.0
728.000 SUPPLIES - Operating	13,500.00	13,500.00	16,890.87	2,296.04	0.00	-3,390.87	125.1
735.000 Periodicals & Publications	200.00	200.00	0.00	0.00	0.00	200.00	0.0
770.000 Vehicle Gas	53,800.00	53,800.00	20,138.09	4,825.46	0.00	33,661.91	37.4

**REVENUE/EXPENDITURE REPORT**  
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City of Manistee

For the Period: 7/1/2016 to 1/31/2017	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
<b>Fund: 101 - GENERAL FUND</b>							
Expenditures							
Dept: 441 PUBLIC WORKS							
801.000 Professional Services	3,500.00	3,500.00	2,130.45	0.00	0.00	1,369.55	60.9
831.000 Contractual Repairs & Maint.	10,450.00	10,450.00	4,843.97	114.90	0.00	5,606.03	46.4
860.000 Travel & Training	5,450.00	5,450.00	8.50	0.00	0.00	5,441.50	0.2
870.000 Memberships & Dues	300.00	300.00	215.00	215.00	0.00	85.00	71.7
874.000 Retire. Costs - Blue Cross	0.00	0.00	3,250.00	250.00	0.00	-3,250.00	0.0
900.000 Printing & Publishing	400.00	400.00	370.30	0.00	0.00	29.70	92.6
930.000 Repairs & Maintenance	83,000.00	83,000.00	40,742.92	4,224.36	0.00	42,257.08	49.1
955.000 Christmas Decorations	8,000.00	8,000.00	4,349.74	156.05	0.00	3,650.26	54.4
957.000 Motor Pool	72,000.00	72,000.00	42,000.00	6,000.00	0.00	30,000.00	58.3
970.000 Capital Outlay - under \$5,000	0.00	0.00	5,865.65	5,260.00	0.00	-5,865.65	0.0
985.000 Lease Purchase	1,560.00	1,560.00	251.80	0.00	0.00	1,308.20	16.1
<b>PUBLIC WORKS</b>	<b>1,156,838.00</b>	<b>1,156,838.00</b>	<b>692,123.12</b>	<b>88,405.77</b>	<b>0.00</b>	<b>464,714.88</b>	<b>59.8</b>
Dept: 574 DEBT SERVICE							
992.006 2010 DDA Refunding - Principal	120,000.00	120,000.00	120,000.00	0.00	0.00	0.00	100.0
992.007 2010 Cap Imp Principal	235,000.00	235,000.00	235,000.00	0.00	0.00	0.00	100.0
992.008 2013 CI Refunding - Principal	175,000.00	175,000.00	175,000.00	0.00	0.00	0.00	100.0
997.006 2010 DDA Refunding - Interest	16,150.00	16,150.00	16,150.00	7,175.00	0.00	0.00	100.0
997.007 2010 Cap Imp Interest	191,766.00	191,766.00	97,792.50	0.00	0.00	93,973.50	51.0
997.008 2013 CI Refunding - Interest	37,150.00	37,150.00	19,450.00	0.00	0.00	17,700.00	52.4
<b>DEBT SERVICE</b>	<b>775,066.00</b>	<b>775,066.00</b>	<b>663,392.50</b>	<b>7,175.00</b>	<b>0.00</b>	<b>111,673.50</b>	<b>85.6</b>
Dept: 748 COMMUNITY DEVELOPMENT OFFICE							
702.000 Salaries	57,429.00	57,429.00	29,592.50	4,417.62	0.00	27,836.50	51.5
704.000 Overtime	250.00	250.00	0.00	0.00	0.00	250.00	0.0
712.001 Costs - Social Security	3,972.00	3,972.00	1,932.23	257.82	0.00	2,039.77	48.6
712.002 Costs - Medicare	929.00	929.00	451.85	60.29	0.00	477.15	48.6
712.005 Costs - MERS Contribution	5,791.00	5,791.00	3,353.28	448.54	0.00	2,437.72	57.9
712.007 Costs - SUTA	137.00	137.00	47.80	47.80	0.00	89.20	34.9
712.009 Costs - Workers Compensation	577.00	577.00	495.88	43.30	0.00	81.12	85.9
712.010 Costs - Blue Cross Insurance	12,474.00	12,474.00	7,409.88	823.32	0.00	5,064.12	59.4
712.011 Costs - Life Insurance	113.00	113.00	63.30	7.05	0.00	49.70	56.0
712.013 Costs - HSA Contribution	3,000.00	3,000.00	3,000.00	0.00	0.00	0.00	100.0
712.014 Costs - Dental Insurance	873.00	873.00	524.07	58.23	0.00	348.93	60.0
712.015 Costs - Vision / Ancillary	354.00	354.00	265.50	29.50	0.00	88.50	75.0
728.000 SUPPLIES - Operating	3,200.00	3,200.00	36.98	42.00	0.00	3,163.02	1.2
735.000 Periodicals & Publications	200.00	200.00	0.00	0.00	0.00	200.00	0.0
831.000 Contractual Repairs & Maint.	2,400.00	2,400.00	1,744.56	45.60	0.00	655.44	72.7
860.000 Travel & Training	2,200.00	2,200.00	960.27	0.00	0.00	1,239.73	43.6
865.000 Vehicle Allowance	600.00	600.00	350.00	50.00	0.00	250.00	58.3
870.000 Memberships & Dues	60.00	60.00	31.00	0.00	0.00	29.00	51.7
900.000 Printing & Publishing	200.00	200.00	0.00	0.00	0.00	200.00	0.0
<b>COMMUNITY DEVELOPMENT OFFICE</b>	<b>94,759.00</b>	<b>94,759.00</b>	<b>50,259.10</b>	<b>6,331.07</b>	<b>0.00</b>	<b>44,499.90</b>	<b>53.0</b>
Dept: 751 PARKS & RECREATION							
702.000 Salaries	87,901.00	87,901.00	47,387.87	6,761.61	0.00	40,513.13	53.9
704.000 Overtime	8,500.00	8,500.00	6,610.73	305.10	0.00	1,889.27	77.8
706.000 Part-Time	47,190.00	47,190.00	19,185.10	0.00	0.00	28,004.90	40.7
708.000 Holiday/Vacation/Sick Sellback	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.0
712.001 Costs - Social Security	8,996.00	8,996.00	4,823.31	415.08	0.00	4,172.69	53.6
712.002 Costs - Medicare	2,089.00	2,089.00	1,128.04	97.08	0.00	960.96	54.0
712.005 Costs - MERS Contribution	1,751.00	1,751.00	1,649.76	235.68	0.00	101.24	94.2
712.007 Costs - SUTA	1,907.00	1,907.00	683.81	75.61	0.00	1,223.19	35.9
712.009 Costs - Workers Compensation	4,178.00	4,178.00	3,061.34	209.66	0.00	1,116.66	73.3
712.010 Costs - Blue Cross Insurance	19,787.00	19,787.00	14,885.76	1,860.72	0.00	4,901.24	75.2
712.011 Costs - Life Insurance	302.00	302.00	144.12	18.80	0.00	157.88	47.7
712.013 Costs - HSA Contribution	6,000.00	6,000.00	6,000.00	0.00	0.00	0.00	100.0
712.014 Costs - Dental Insurance	1,398.00	1,398.00	1,048.08	131.01	0.00	349.92	75.0
712.015 Costs - Vision / Ancillary	708.00	708.00	472.00	59.00	0.00	236.00	66.7
715.000 Uniform & Cleaning Allowance	1,131.00	1,131.00	103.15	0.00	0.00	1,027.85	9.1

**REVENUE/EXPENDITURE REPORT**  
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City of Manistee

For the Period: 7/1/2016 to 1/31/2017	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
<b>Fund: 101 - GENERAL FUND</b>							
Expenditures							
Dept: 751 PARKS & RECREATION							
728.000 SUPPLIES - Operating	10,800.00	10,800.00	14,011.24	381.04	0.00	-3,211.24	129.7
770.000 Vehicle Gas	7,350.00	7,350.00	4,657.65	330.08	0.00	2,692.35	63.4
801.000 Professional Services	500.00	500.00	8,840.70	242.59	0.00	-8,340.70	1768.1
831.000 Contractual Repairs & Maint.	34,500.00	34,500.00	25,847.76	7,790.00	0.00	8,652.24	74.9
850.000 Phone	0.00	0.00	292.80	20.96	0.00	-292.80	0.0
860.000 Travel & Training	750.00	750.00	0.00	0.00	0.00	750.00	0.0
870.000 Memberships & Dues	160.00	160.00	0.00	0.00	0.00	160.00	0.0
874.000 Retire. Costs - Blue Cross	0.00	0.00	2,000.00	250.00	0.00	-2,000.00	0.0
900.000 Printing & Publishing	500.00	500.00	0.00	0.00	0.00	500.00	0.0
920.000 UTILITIES - Gas	1,000.00	1,000.00	443.63	162.22	0.00	556.37	44.4
922.000 UTILITIES - Water	13,000.00	13,000.00	17,757.10	590.89	0.00	-4,757.10	136.6
925.000 UTILITIES - Electric	21,000.00	21,000.00	11,313.35	78.81	0.00	9,686.65	53.9
930.000 Repairs & Maintenance	48,000.00	48,000.00	17,193.69	6,884.45	0.00	30,806.31	35.8
957.000 Motor Pool	36,000.00	36,000.00	21,000.00	3,000.00	0.00	15,000.00	58.3
970.000 Capital Outlay - under \$5,000	0.00	0.00	2,728.88	0.00	0.00	-2,728.88	0.0
<b>PARKS &amp; RECREATION</b>	<b>366,398.00</b>	<b>366,398.00</b>	<b>233,269.87</b>	<b>29,900.39</b>	<b>0.00</b>	<b>133,128.13</b>	<b>63.7</b>
Dept: 801 APPROPRIATIONS							
890.000 Alternatives for Area Youth	13,000.00	13,000.00	13,000.00	6,500.00	0.00	0.00	100.0
891.001 2-1-1	3,000.00	3,000.00	3,000.00	0.00	0.00	0.00	100.0
892.000 Alliance for Economic Success	46,518.00	46,518.00	34,888.50	11,629.50	0.00	11,629.50	75.0
893.000 Junior Baseball	3,500.00	3,500.00	3,500.00	0.00	0.00	0.00	100.0
893.500 MAPS Paine Pool	40,000.00	40,000.00	30,000.00	10,000.00	0.00	10,000.00	75.0
894.000 Manistee Recreation Assoc.	28,500.00	28,500.00	21,375.00	7,125.00	0.00	7,125.00	75.0
894.500 Manistee Saints	6,000.00	6,000.00	6,000.00	0.00	0.00	0.00	100.0
895.000 Man. Co. Historical Museum	10,500.00	10,500.00	10,500.00	5,250.00	0.00	0.00	100.0
896.000 PEG Studio	25,500.00	25,500.00	25,500.00	0.00	0.00	0.00	100.0
897.000 Ramsdell	70,000.00	70,000.00	52,500.00	17,500.00	0.00	17,500.00	75.0
899.000 Veteran's Memorial Day	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.0
<b>APPROPRIATIONS</b>	<b>247,518.00</b>	<b>247,518.00</b>	<b>200,263.50</b>	<b>58,004.50</b>	<b>0.00</b>	<b>47,254.50</b>	<b>80.9</b>
<b>Expenditures</b>	<b>6,224,933.00</b>	<b>6,224,933.00</b>	<b>3,924,349.87</b>	<b>471,715.09</b>	<b>0.00</b>	<b>2,300,583.13</b>	<b>63.0</b>

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<b>Fund: 202 - MAJOR STREET FUND</b>							
Revenues							
Dept: 000							
539.000 State Grant Revenue	10,525.00	10,525.00	10,518.08	0.00	0.00	6.92	99.9
576.000 Act 51 Revenue	480,268.00	480,268.00	229,396.21	35,668.71	0.00	250,871.79	47.8
626.000 Charge for Service	184,500.00	184,500.00	21,846.32	20,407.23	0.00	162,653.68	11.8
664.000 Interest Income	200.00	200.00	634.72	198.17	0.00	-434.72	317.4
699.000 Transfers In	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	0.0
Dept: 000	685,493.00	685,493.00	262,395.33	56,274.11	0.00	423,097.67	38.3
Revenues	685,493.00	685,493.00	262,395.33	56,274.11	0.00	423,097.67	38.3
Expenditures							
Dept: 000							
728.000 SUPPLIES - Operating	500.00	500.00	113.58	88.00	0.00	386.42	22.7
935.000 Traffic Services	12,000.00	12,000.00	15,529.19	0.00	0.00	-3,529.19	129.4
936.000 Preservation Streets	646,400.00	646,400.00	128,363.45	27,799.83	0.00	518,036.55	19.9
937.000 Routine Maintenance Bridges	5,000.00	5,000.00	2,785.55	0.00	0.00	2,214.45	55.7
938.000 Winter Maintenance Streets	180,780.00	180,780.00	79,440.78	11,454.12	0.00	101,339.22	43.9
999.000 Transfers Out	100,938.00	100,938.00	63,120.24	0.00	0.00	37,817.76	62.5
Dept: 000	945,618.00	945,618.00	289,352.79	39,341.95	0.00	656,265.21	30.6
Expenditures	945,618.00	945,618.00	289,352.79	39,341.95	0.00	656,265.21	30.6

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<b>Fund: 203 - LOCAL STREET FUND</b>							
Revenues							
Dept: 000							
539.000 State Grant Revenue	10,525.00	10,525.00	10,518.07	0.00	0.00	6.93	99.9
576.000 Act 51 Revenue	165,247.00	165,247.00	60,273.23	12,385.67	0.00	104,973.77	36.5
664.000 Interest Income	80.00	80.00	0.00	0.00	0.00	80.00	0.0
699.000 Transfers In	260,938.00	260,938.00	63,120.24	0.00	0.00	197,817.76	24.2
Dept: 000	436,790.00	436,790.00	133,911.54	12,385.67	0.00	302,878.46	30.7
Revenues	436,790.00	436,790.00	133,911.54	12,385.67	0.00	302,878.46	30.7
Expenditures							
Dept: 000							
728.000 SUPPLIES - Operating	500.00	500.00	0.00	0.00	0.00	500.00	0.0
935.000 Traffic Services	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.0
936.000 Preservation Streets	96,200.00	96,200.00	35,524.99	4,493.73	0.00	60,675.01	36.9
938.000 Winter Maintenance Streets	78,730.00	78,730.00	26,182.53	3,519.17	0.00	52,547.47	33.3
999.000 Transfers Out	80,938.00	80,938.00	63,120.24	0.00	0.00	17,817.76	78.0
Dept: 000	261,368.00	261,368.00	124,827.76	8,012.90	0.00	136,540.24	47.8
Expenditures	261,368.00	261,368.00	124,827.76	8,012.90	0.00	136,540.24	47.8

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<b>Fund: 204 - STREET IMPROVEMENT FUND</b>							
Revenues							
Dept: 000							
495.000 ROW Fee	22,500.00	22,500.00	0.00	0.00	0.00	22,500.00	0.0
664.000 Interest Income	360.00	360.00	134.83	0.00	0.00	225.17	37.5
672.000 Special Assessment Revenue	1,500.00	1,500.00	1,534.72	0.00	0.00	-34.72	102.3
676.000 Reimbursement	7,143.00	7,143.00	0.00	0.00	0.00	7,143.00	0.0
Dept: 000	31,503.00	31,503.00	1,669.55	0.00	0.00	29,833.45	5.3
Revenues	31,503.00	31,503.00	1,669.55	0.00	0.00	29,833.45	5.3
Expenditures							
Dept: 000							
801.000 Professional Services	7,000.00	7,000.00	0.00	0.00	0.00	7,000.00	0.0
984.000 Capital Outlay - Trees	5,000.00	5,000.00	1,434.00	0.00	0.00	3,566.00	28.7
999.000 Transfers Out	20,000.00	20,000.00	0.00	0.00	0.00	20,000.00	0.0
Dept: 000	32,000.00	32,000.00	1,434.00	0.00	0.00	30,566.00	4.5
Expenditures	32,000.00	32,000.00	1,434.00	0.00	0.00	30,566.00	4.5



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<b>Fund: 226 - CITY REFUSE FUND</b>							
Revenues							
Dept: 000							
402.000 Real & Personal Property Tax	192,176.00	192,176.00	188,650.79	1,034.35	0.00	3,525.21	98.2
411.000 Delinq Real Property Tax	10,446.00	10,446.00	0.00	0.00	0.00	10,446.00	0.0
420.000 Delinq Personal Property Tax	200.00	200.00	219.33	45.51	0.00	-19.33	109.7
626.000 Charge for Service	254,400.00	254,400.00	153,745.24	21,867.29	0.00	100,654.76	60.4
643.000 Yard Bags	10,000.00	10,000.00	4,744.00	0.00	0.00	5,256.00	47.4
644.000 Trash Bags	1,000.00	1,000.00	281.25	15.00	0.00	718.75	28.1
664.000 Interest Income	150.00	150.00	0.00	0.00	0.00	150.00	0.0
Dept: 000	468,372.00	468,372.00	347,640.61	22,962.15	0.00	120,731.39	74.2
Revenues	468,372.00	468,372.00	347,640.61	22,962.15	0.00	120,731.39	74.2
Expenditures							
Dept: 000							
728.000 SUPPLIES - Operating	2,500.00	2,500.00	874.53	0.00	0.00	1,625.47	35.0
755.000 Yard Bags	12,000.00	12,000.00	0.00	0.00	0.00	12,000.00	0.0
820.000 Administration	32,786.00	32,786.00	24,589.50	8,196.50	0.00	8,196.50	75.0
826.000 Refuse Contract Fees	343,149.00	343,149.00	184,314.82	30,248.49	0.00	158,834.18	53.7
827.000 Municipal Refuse Fees	21,000.00	21,000.00	14,838.03	1,827.33	0.00	6,161.97	70.7
829.000 Trash Haul City	18,720.00	18,720.00	0.00	0.00	0.00	18,720.00	0.0
829.002 Yard Waste City	37,800.00	37,800.00	22,050.00	3,150.00	0.00	15,750.00	58.3
925.000 UTILITIES - Electric	0.00	0.00	165.89	0.00	0.00	-165.89	0.0
Dept: 000	467,955.00	467,955.00	246,832.77	43,422.32	0.00	221,122.23	52.7
Expenditures	467,955.00	467,955.00	246,832.77	43,422.32	0.00	221,122.23	52.7

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<b>Fund: 243 - BROWNFIELD REDEVELOPMENT AUTHO</b>							
Revenues							
Dept: 000							
402.000 Real & Personal Property Tax	0.00	0.00	319.09	281.64	0.00	-319.09	0.0
Dept: 000	0.00	0.00	319.09	281.64	0.00	-319.09	0.0
Revenues	0.00	0.00	319.09	281.64	0.00	-319.09	0.0
Expenditures							
Dept: 000							
728.000 SUPPLIES - Operating	0.00	0.00	13.50	0.00	0.00	-13.50	0.0
801.000 Professional Services	0.00	0.00	1,083.75	0.00	0.00	-1,083.75	0.0
Dept: 000	0.00	0.00	1,097.25	0.00	0.00	-1,097.25	0.0
Expenditures	0.00	0.00	1,097.25	0.00	0.00	-1,097.25	0.0

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<b>Fund: 245 - OIL &amp; GAS FUND</b>								
Revenues								
Dept: 000								
664.000	Interest Income	200,000.00	200,000.00	117,535.41	0.00	0.00	82,464.59	58.8
665.001	Unrealized Gain\Loss on Investm	200,000.00	200,000.00	247,155.90	0.00	0.00	-47,155.90	123.6
666.000	Oil Royalties	0.00	0.00	7.20	7.20	0.00	-7.20	0.0
Dept: 000		400,000.00	400,000.00	364,698.51	7.20	0.00	35,301.49	91.2
Revenues		400,000.00	400,000.00	364,698.51	7.20	0.00	35,301.49	91.2
Expenditures								
Dept: 000								
728.000	SUPPLIES - Operating	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	0.0
801.000	Professional Services	48,000.00	48,000.00	25,725.08	0.00	0.00	22,274.92	53.6
999.000	Transfers Out	394,226.00	394,226.00	394,226.00	0.00	0.00	0.00	100.0
Dept: 000		444,726.00	444,726.00	419,951.08	0.00	0.00	24,774.92	94.4
Expenditures		444,726.00	444,726.00	419,951.08	0.00	0.00	24,774.92	94.4

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<b>Fund: 275 - GRANT MANAGEMENT FUND</b>							
Revenues							
Dept: 000							
570.070 2016 Cycle 1 - Swim Buoys	0.00	0.00	3,050.00	0.00	0.00	-3,050.00	0.0
570.071 2016 Cycle 2 - Fire TrainTrlr	0.00	0.00	16,000.00	16,000.00	0.00	-16,000.00	0.0
570.072 2016 Cycle 2 - Pol Staff/Comm	0.00	0.00	4,000.00	4,000.00	0.00	-4,000.00	0.0
Dept: 000	0.00	0.00	23,050.00	20,000.00	0.00	-23,050.00	0.0
Revenues	0.00	0.00	23,050.00	20,000.00	0.00	-23,050.00	0.0
Expenditures							
Dept: 901 LOCAL REVENUE SHARING GRANTS							
965.063 2014 Cycle 1 Fire Paramedic Tr	0.00	0.00	984.79	0.00	0.00	-984.79	0.0
965.070 2016 Cycle 1 - Swim Buoys	0.00	0.00	1,906.89	1,906.89	0.00	-1,906.89	0.0
965.071 2016 Cycle 2 - Fire TrainTrlr	0.00	0.00	2,309.99	2,309.99	0.00	-2,309.99	0.0
965.072 2016 Cycle 2 - Pol Staff/Comm	0.00	0.00	4,000.00	4,000.00	0.00	-4,000.00	0.0
LOCAL REVENUE SHARING GRANTS	0.00	0.00	9,201.67	8,216.88	0.00	-9,201.67	0.0
Expenditures	0.00	0.00	9,201.67	8,216.88	0.00	-9,201.67	0.0

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<b>Fund: 290 - PEG COMMISSION</b>							
Revenues							
Dept: 000							
578.000 Cable Grant	6,600.00	6,600.00	1,376.40	0.00	0.00	5,223.60	20.9
580.000 Contribution from Local Govt.	34,300.00	34,300.00	27,400.00	0.00	0.00	6,900.00	79.9
Dept: 000	40,900.00	40,900.00	28,776.40	0.00	0.00	12,123.60	70.4
Revenues	40,900.00	40,900.00	28,776.40	0.00	0.00	12,123.60	70.4
Expenditures							
Dept: 000							
728.000 SUPPLIES - Operating	1,339.00	1,339.00	1,411.94	106.42	0.00	-72.94	105.4
801.000 Professional Services	38,000.00	38,000.00	22,166.69	3,166.67	0.00	15,833.31	58.3
870.000 Memberships & Dues	275.00	275.00	0.00	0.00	0.00	275.00	0.0
930.000 Repairs & Maintenance	200.00	200.00	0.00	0.00	0.00	200.00	0.0
970.000 Capital Outlay - under \$5,000	1,086.00	1,086.00	0.00	0.00	0.00	1,086.00	0.0
Dept: 000	40,900.00	40,900.00	23,578.63	3,273.09	0.00	17,321.37	57.6
Expenditures	40,900.00	40,900.00	23,578.63	3,273.09	0.00	17,321.37	57.6

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<b>Fund: 296 - RAMSDELL THEATRE</b>							
Expenditures							
Dept: 000							
999.000 Transfers Out	0.00	0.00	79,420.63	0.00	0.00	-79,420.63	0.0
Dept: 000	0.00	0.00	79,420.63	0.00	0.00	-79,420.63	0.0
Expenditures	0.00	0.00	79,420.63	0.00	0.00	-79,420.63	0.0

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<b>Fund: 297 - RAMSDELL REGIONAL CENTER/ARTS</b>							
Revenues							
Dept: 000							
570.000 Local Grants	2,500.00	2,500.00	17,500.00	17,500.00	0.00	-15,000.00	700.0
580.000 Contribution from Local Govt.	70,000.00	70,000.00	35,000.00	0.00	0.00	35,000.00	50.0
651.000 Sales - Concessions	6,000.00	6,000.00	34.00	0.00	0.00	5,966.00	0.6
651.001 Sales - Movies/Opera	5,520.00	5,520.00	3,553.49	1,063.99	0.00	1,966.51	64.4
651.002 Sales - Presenting	30,000.00	30,000.00	11,781.08	1,325.05	0.00	18,218.92	39.3
651.003 Sales - Workshops and Classes	4,500.00	4,500.00	152.00	0.00	0.00	4,348.00	3.4
651.004 Sales - Community Theatre	121,423.00	121,423.00	0.00	0.00	0.00	121,423.00	0.0
651.005 Sales - Exhibits	8,000.00	8,000.00	0.00	0.00	0.00	8,000.00	0.0
651.006 Sales-Tours	0.00	0.00	575.00	0.00	0.00	-575.00	0.0
651.010 Sales-Advertising	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.0
652.000 Sponsorships	3,000.00	3,000.00	500.00	0.00	0.00	2,500.00	16.7
664.000 Interest Income	50.00	50.00	0.00	0.00	0.00	50.00	0.0
667.000 Rental Income	0.00	0.00	12,541.72	1,609.02	0.00	-12,541.72	0.0
667.001 Rental Income - Ballroom	19,500.00	19,500.00	16,597.50	900.00	0.00	2,902.50	85.1
667.002 Rental Income - Theatre	7,000.00	7,000.00	3,200.00	0.00	0.00	3,800.00	45.7
667.003 Rental Income - Hardy Hall	1,750.00	1,750.00	2,200.00	0.00	0.00	-450.00	125.7
667.004 Rental Income - Balcony	0.00	0.00	600.00	300.00	0.00	-600.00	0.0
667.005 Rental Income - Workshops	0.00	0.00	250.00	0.00	0.00	-250.00	0.0
674.000 Contributions/Donations	30,000.00	30,000.00	21,400.16	9,834.45	0.00	8,599.84	71.3
699.000 Transfers In	0.00	0.00	59,420.63	0.00	0.00	-59,420.63	0.0
Dept: 000	311,243.00	311,243.00	185,305.58	32,532.51	0.00	125,937.42	59.5
Revenues							
	311,243.00	311,243.00	185,305.58	32,532.51	0.00	125,937.42	59.5
Expenditures							
Dept: 000							
702.000 Salaries	49,383.00	49,383.00	24,881.49	1,899.35	0.00	24,501.51	50.4
706.000 Part-Time	14,100.00	14,100.00	8,248.26	450.00	0.00	5,851.74	58.5
708.000 Holiday/Vacation/Sick Sellback	0.00	0.00	2,388.58	2,388.58	0.00	-2,388.58	0.0
712.001 Costs - Social Security	3,936.00	3,936.00	2,277.30	293.75	0.00	1,658.70	57.9
712.002 Costs - Medicare	921.00	921.00	532.68	68.70	0.00	388.32	57.8
712.005 Costs - MERS Contribution	5,000.00	5,000.00	2,714.15	240.75	0.00	2,285.85	54.3
712.007 Costs - SUTA	137.00	137.00	176.31	50.70	0.00	-39.31	128.7
712.009 Costs - Workers Compensation	666.00	666.00	680.36	107.20	0.00	-14.36	102.2
712.010 Costs - Blue Cross Insurance	9,894.00	9,894.00	4,939.92	0.00	0.00	4,954.08	49.9
712.011 Costs - Life Insurance	113.00	113.00	37.80	0.00	0.00	75.20	33.5
712.013 Costs - HSA Contribution	3,000.00	3,000.00	3,000.00	0.00	0.00	0.00	100.0
712.014 Costs - Dental Insurance	700.00	700.00	349.38	0.00	0.00	350.62	49.9
712.015 Costs - Vision / Ancillary	354.00	354.00	206.50	0.00	0.00	147.50	58.3
728.000 SUPPLIES - Operating	8,000.00	8,000.00	1,581.19	-719.55	0.00	6,418.81	19.8
751.000 Ramsdell - Concession Expense	3,000.00	3,000.00	40.46	0.00	0.00	2,959.54	1.3
751.001 Ramsdell - Movie / Opera Expen	5,500.00	5,500.00	2,137.76	670.00	0.00	3,362.24	38.9
751.002 Ramsdell - Presenting Expense	28,500.00	28,500.00	10,554.89	2,747.39	0.00	17,945.11	37.0
751.003 Ramsdell - Workshops & Classes	3,150.00	3,150.00	440.40	0.00	0.00	2,709.60	14.0
751.004 Ramsdell-Community Theatre	106,612.00	106,612.00	0.00	0.00	0.00	106,612.00	0.0
751.005 Ramsdell-Exhibits	5,600.00	5,600.00	0.00	0.00	0.00	5,600.00	0.0
754.000 Ramsdell - Misc. Events	0.00	0.00	454.98	0.00	0.00	-454.98	0.0
801.000 Professional Services	8,500.00	8,500.00	1,320.00	0.00	0.00	7,180.00	15.5
815.000 Fundraising Expense	0.00	0.00	307.89	0.00	0.00	-307.89	0.0
822.000 Insurance	4,200.00	4,200.00	3,992.50	0.00	0.00	207.50	95.1
831.000 Contractual Repairs & Maint.	13,000.00	13,000.00	8,427.41	761.75	0.00	4,572.59	64.8
850.000 Phone	2,000.00	2,000.00	420.75	59.98	0.00	1,579.25	21.0
860.000 Travel & Training	1,000.00	1,000.00	1,600.00	1,600.00	0.00	-600.00	160.0
870.000 Memberships & Dues	425.00	425.00	400.00	400.00	0.00	25.00	94.1
892.500 Marketing	2,500.00	2,500.00	7,362.00	810.00	0.00	-4,862.00	294.5
900.000 Printing & Publishing	500.00	500.00	404.35	198.93	0.00	95.65	80.9
901.000 Postage	0.00	1,000.00	0.00	0.00	0.00	1,000.00	0.0
920.000 UTILITIES - Gas	14,000.00	14,000.00	5,583.01	2,440.13	0.00	8,416.99	39.9
922.000 UTILITIES - Water	600.00	600.00	301.74	38.88	0.00	298.26	50.3
925.000 UTILITIES - Electric	15,000.00	15,000.00	8,128.10	0.00	0.00	6,871.90	54.2

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<b>Fund: 297 - RAMSDELL REGIONAL CENTER/ARTS</b>							
Expenditures							
Dept: 000							
930.000 Repairs & Maintenance	23,000.00	23,000.00	5,616.68	0.00	0.00	17,383.32	24.4
940.000 Rent	1,000.00	1,000.00	1,000.00	0.00	0.00	0.00	100.0
970.000 Capital Outlay - under \$5,000	0.00	0.00	120.82	0.00	0.00	-120.82	0.0
Dept: 000	334,291.00	335,291.00	110,627.66	14,506.54	0.00	224,663.34	33.0
Expenditures	334,291.00	335,291.00	110,627.66	14,506.54	0.00	224,663.34	33.0



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<b>Fund: 430 - CAPITAL IMPROVEMENT FUND</b>							
Revenues							
Dept: 000							
664.000 Interest Income	200.00	200.00	0.00	0.00	0.00	200.00	0.0
699.000 Transfers In	394,226.00	394,226.00	394,226.00	0.00	0.00	0.00	100.0
Dept: 000	394,426.00	394,426.00	394,226.00	0.00	0.00	200.00	99.9
Revenues	394,426.00	394,426.00	394,226.00	0.00	0.00	200.00	99.9
Expenditures							
Dept: 000							
979.003 Ramsdell - Roof Note	36,080.00	36,080.00	35,975.69	0.00	0.00	104.31	99.7
979.004 Ramsdell - HVAC Note	108,950.00	108,950.00	108,950.00	54,475.00	0.00	0.00	100.0
979.019 Marina Bldg Note Support	65,000.00	65,000.00	65,000.00	25,000.00	0.00	0.00	100.0
979.020 First St Bond	72,256.00	72,256.00	0.00	0.00	0.00	72,256.00	0.0
979.022 5th Ave Beach Improve FY14/15	0.00	0.00	19,205.22	0.00	0.00	-19,205.22	0.0
979.029 Local Streets FY 16/17	80,000.00	80,000.00	0.00	0.00	0.00	80,000.00	0.0
979.030 DPW Electric Gate FY 16/17	6,500.00	6,500.00	0.00	0.00	0.00	6,500.00	0.0
979.031 Marina Accessible Door FY16/17	6,500.00	6,500.00	6,060.00	6,060.00	0.00	440.00	93.2
979.032 FEMA Grant Match FY 16/17	6,000.00	6,000.00	0.00	0.00	0.00	6,000.00	0.0
999.000 Transfers Out	0.00	0.00	56,344.27	0.00	0.00	-56,344.27	0.0
Dept: 000	381,286.00	381,286.00	291,535.18	85,535.00	0.00	89,750.82	76.5
Expenditures	381,286.00	381,286.00	291,535.18	85,535.00	0.00	89,750.82	76.5

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<b>Fund: 490 - RENAISSANCE PARK</b>							
Revenues							
Dept: 000							
699.000 Transfers In	5,616.00	5,616.00	5,616.00	0.00	0.00	0.00	100.0
Dept: 000	5,616.00	5,616.00	5,616.00	0.00	0.00	0.00	100.0
Revenues	5,616.00	5,616.00	5,616.00	0.00	0.00	0.00	100.0
Expenditures							
Dept: 000							
992.002 Renaissance Park - Principal	5,616.00	5,616.00	3,743.92	1,871.96	0.00	1,872.08	66.7
Dept: 000	5,616.00	5,616.00	3,743.92	1,871.96	0.00	1,872.08	66.7
Expenditures	5,616.00	5,616.00	3,743.92	1,871.96	0.00	1,872.08	66.7

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<b>Fund: 508 - BOAT RAMP FUND</b>							
Revenues							
Dept: 000							
642.000 Sales	37,000.00	37,000.00	24,165.50	0.00	0.00	12,834.50	65.3
664.000 Interest Income	10.00	10.00	0.00	0.00	0.00	10.00	0.0
Dept: 000	37,010.00	37,010.00	24,165.50	0.00	0.00	12,844.50	65.3
Revenues	37,010.00	37,010.00	24,165.50	0.00	0.00	12,844.50	65.3
Expenditures							
Dept: 000							
728.000 SUPPLIES - Operating	2,800.00	2,800.00	20.98	0.00	0.00	2,779.02	0.7
801.000 Professional Services	500.00	500.00	0.00	0.00	0.00	500.00	0.0
820.000 Administration	2,591.00	2,591.00	2,591.00	0.00	0.00	0.00	100.0
850.000 Phone	1,140.00	1,140.00	248.18	29.99	0.00	891.82	21.8
892.500 Marketing	500.00	500.00	0.00	0.00	0.00	500.00	0.0
922.000 UTILITIES - Water	2,280.00	2,280.00	1,356.79	139.95	0.00	923.21	59.5
925.000 UTILITIES - Electric	3,700.00	3,700.00	2,217.99	85.74	0.00	1,482.01	59.9
930.000 Repairs & Maintenance	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.0
960.000 Bank Charges	650.00	650.00	511.98	5.00	0.00	138.02	78.8
Dept: 000	15,161.00	15,161.00	6,946.92	260.68	0.00	8,214.08	45.8
Dept: 574 DEBT SERVICE							
998.003 Interest - Internal Loan	1,642.00	1,642.00	1,642.39	0.00	0.00	-0.39	100.0
DEBT SERVICE	1,642.00	1,642.00	1,642.39	0.00	0.00	-0.39	100.0
Expenditures	16,803.00	16,803.00	8,589.31	260.68	0.00	8,213.69	51.1

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<b>Fund: 592 - WATER &amp; SEWER UTILITY</b>							
Revenues							
Dept: 000							
539.000 State Grant Revenue	600,000.00	600,000.00	591,931.68	85,477.72	0.00	8,068.32	98.7
608.000 Penalties	43,456.00	43,456.00	27,205.66	3,487.52	0.00	16,250.34	62.6
610.000 Water Ready to Serve	211,045.00	211,045.00	112,352.56	17,272.46	0.00	98,692.44	53.2
611.000 Sewer Ready to Serve	640,494.00	640,494.00	319,184.37	48,998.40	0.00	321,309.63	49.8
612.000 New Service	15,000.00	15,000.00	4,200.00	0.00	0.00	10,800.00	28.0
626.000 Charge for Service	500.00	500.00	297.50	50.00	0.00	202.50	59.5
642.000 Sales	0.00	0.00	400.00	0.00	0.00	-400.00	0.0
648.000 Water Sales	919,209.00	919,209.00	517,894.35	58,727.88	0.00	401,314.65	56.3
649.000 Sewer Sales	2,179,798.00	2,179,798.00	1,072,956.29	148,638.31	0.00	1,106,841.71	49.2
650.000 Meter Sales	6,700.00	6,700.00	3,974.33	396.00	0.00	2,725.67	59.3
664.000 Interest Income	2,500.00	2,500.00	6,407.64	890.44	0.00	-3,907.64	256.3
667.000 Rental Income	99,293.00	99,293.00	73,977.78	50,960.88	0.00	25,315.22	74.5
669.000 Hydrant & Tunnel Rental	21,600.00	21,600.00	16,200.00	5,400.00	0.00	5,400.00	75.0
671.000 Other Revenue	7,500.00	7,500.00	7,355.83	702.50	0.00	144.17	98.1
676.000 Reimbursement	10,000.00	10,000.00	-8,411.77	84.00	0.00	18,411.77	-84.1
680.000 Capital Cost Recovery	23,856.00	23,856.00	12,987.94	1,987.95	0.00	10,868.06	54.4
687.000 Refunds	4,000.00	4,000.00	0.00	0.00	0.00	4,000.00	0.0
695.000 Insurance Settlement	0.00	0.00	1,064.32	0.00	0.00	-1,064.32	0.0
699.000 Transfers In	394,226.00	394,226.00	394,226.00	0.00	0.00	0.00	100.0
Dept: 000	5,179,177.00	5,179,177.00	3,154,204.48	423,074.06	0.00	2,024,972.52	60.9
Revenues							
	5,179,177.00	5,179,177.00	3,154,204.48	423,074.06	0.00	2,024,972.52	60.9
Expenditures							
Dept: 100 GENERAL							
799.000 Miscellaneous Expense	500.00	500.00	0.00	0.00	0.00	500.00	0.0
961.000 Utility Ownership Fee	183,167.00	183,167.00	106,847.44	15,263.92	0.00	76,319.56	58.3
999.000 Transfers Out	394,226.00	394,226.00	394,226.00	-213,327.99	0.00	0.00	100.0
GENERAL	577,893.00	577,893.00	501,073.44	-198,064.07	0.00	76,819.56	86.7
Dept: 541 ADMINISTRATION							
702.000 Salaries	113,728.00	113,728.00	59,611.26	8,747.63	0.00	54,116.74	52.4
704.000 Overtime	1,000.00	1,000.00	452.40	0.00	0.00	547.60	45.2
708.000 Holiday/Vacation/Sick Sellback	0.00	0.00	2,029.35	0.00	0.00	-2,029.35	0.0
712.001 Costs - Social Security	7,122.00	7,122.00	3,846.28	508.14	0.00	3,275.72	54.0
712.002 Costs - Medicare	1,666.00	1,666.00	899.50	118.83	0.00	766.50	54.0
712.005 Costs - MERS Contribution	11,519.00	11,519.00	6,415.14	878.26	0.00	5,103.86	55.7
712.007 Costs - SUTA	274.00	274.00	93.60	93.60	0.00	180.40	34.2
712.009 Costs - Workers Compensation	1,830.00	1,830.00	1,046.85	138.94	0.00	783.15	57.2
712.010 Costs - Blue Cross Insurance	22,367.00	22,367.00	14,885.76	1,860.72	0.00	7,481.24	66.6
712.011 Costs - Life Insurance	265.00	265.00	125.91	16.45	0.00	139.09	47.5
712.013 Costs - HSA Contribution	6,000.00	6,000.00	6,000.00	0.00	0.00	0.00	100.0
712.014 Costs - Dental Insurance	1,572.00	1,572.00	1,048.08	131.01	0.00	523.92	66.7
712.015 Costs - Vision / Ancillary	708.00	708.00	472.00	59.00	0.00	236.00	66.7
728.000 SUPPLIES - Operating	10,900.00	10,900.00	6,689.36	771.76	0.00	4,210.64	61.4
801.000 Professional Services	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.0
802.000 Attorney	0.00	0.00	2,014.00	0.00	0.00	-2,014.00	0.0
820.000 Administration	343,438.00	343,438.00	200,338.81	28,619.83	0.00	143,099.19	58.3
831.000 Contractual Repairs & Maint.	3,600.00	3,600.00	872.98	158.80	0.00	2,727.02	24.2
850.000 Phone	8,000.00	8,000.00	5,274.75	919.37	0.00	2,725.25	65.9
860.000 Travel & Training	2,000.00	2,000.00	8.50	0.00	0.00	1,991.50	0.4
870.000 Memberships & Dues	150.00	150.00	0.00	0.00	0.00	150.00	0.0
900.000 Printing & Publishing	6,500.00	6,500.00	1,565.49	0.00	0.00	4,934.51	24.1
960.000 Bank Charges	8,500.00	8,500.00	561.70	4.33	0.00	7,938.30	6.6
970.000 Capital Outlay - under \$5,000	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.0
ADMINISTRATION	557,139.00	557,139.00	314,251.72	43,026.67	0.00	242,887.28	56.4
Dept: 542 WATER OPERATION							
702.000 Salaries	131,498.00	131,498.00	70,732.21	10,115.20	0.00	60,765.79	53.8
704.000 Overtime	22,742.00	22,742.00	13,248.65	1,065.65	0.00	9,493.35	58.3

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<b>Fund: 592 - WATER &amp; SEWER UTILITY</b>							
Expenditures							
Dept: 542 WATER OPERATION							
705.000 2E - Standby Pay	0.00	0.00	1,463.90	839.12	0.00	-1,463.90	0.0
708.000 Holiday/Vacation/Sick Sellback	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	0.0
712.001 Costs - Social Security	8,796.00	8,796.00	5,245.08	693.90	0.00	3,550.92	59.6
712.002 Costs - Medicare	2,057.00	2,057.00	1,226.70	162.29	0.00	830.30	59.6
712.005 Costs - MERS Contribution	6,648.00	6,648.00	3,512.10	499.41	0.00	3,135.90	52.8
712.007 Costs - SUTA	410.00	410.00	128.61	128.61	0.00	281.39	31.4
712.009 Costs - Workers Compensation	4,982.00	4,982.00	3,777.33	445.61	0.00	1,204.67	75.8
712.010 Costs - Blue Cross Insurance	34,841.00	34,841.00	24,897.60	3,112.20	0.00	9,943.40	71.5
712.011 Costs - Life Insurance	454.00	454.00	216.18	28.20	0.00	237.82	47.6
712.013 Costs - HSA Contribution	9,000.00	9,000.00	9,000.00	0.00	0.00	0.00	100.0
712.014 Costs - Dental Insurance	2,271.00	2,271.00	1,746.72	218.34	0.00	524.28	76.9
712.015 Costs - Vision / Ancillary	1,062.00	1,062.00	708.00	88.50	0.00	354.00	66.7
715.000 Uniform & Cleaning Allowance	2,830.00	2,830.00	839.90	136.00	0.00	1,990.10	29.7
728.000 SUPPLIES - Operating	4,500.00	4,500.00	7,516.54	621.07	0.00	-3,016.54	167.0
745.000 Chemicals	21,000.00	21,000.00	11,232.46	0.00	0.00	9,767.54	53.5
750.000 Meters	40,000.00	40,000.00	11,850.68	0.00	0.00	28,149.32	29.6
770.000 Vehicle Gas	7,500.00	7,500.00	2,777.25	273.49	0.00	4,722.75	37.0
801.000 Professional Services	28,000.00	28,000.00	18,748.67	0.00	0.00	9,251.33	67.0
822.000 Insurance	6,000.00	6,000.00	4,674.17	0.00	0.00	1,325.83	77.9
824.000 Lab Testing	13,000.00	13,000.00	3,829.86	-92.64	0.00	9,170.14	29.5
831.000 Contractual Repairs & Maint.	17,000.00	17,000.00	10,333.39	86.18	0.00	6,666.61	60.8
860.000 Travel & Training	3,000.00	3,000.00	1,480.00	0.00	0.00	1,520.00	49.3
870.000 Memberships & Dues	600.00	600.00	75.00	75.00	0.00	525.00	12.5
925.000 UTILITIES - Electric	72,000.00	72,000.00	39,774.38	6,832.13	0.00	32,225.62	55.2
930.000 Repairs & Maintenance	136,000.00	136,000.00	30,945.66	702.69	0.00	105,054.34	22.8
957.000 Motor Pool	37,132.00	37,132.00	21,660.31	3,094.33	0.00	15,471.69	58.3
970.000 Capital Outlay - under \$5,000	8,000.00	8,000.00	1,327.40	1,148.29	0.00	6,672.60	16.6
<b>WATER OPERATION</b>	<b>624,323.00</b>	<b>624,323.00</b>	<b>302,968.75</b>	<b>30,273.57</b>	<b>0.00</b>	<b>321,354.25</b>	<b>48.5</b>
Dept: 543 SEWER - WWTP							
702.000 Salaries	117,749.00	117,749.00	64,716.57	9,137.60	0.00	53,032.43	55.0
704.000 Overtime	5,250.00	5,250.00	6,912.26	1,165.48	0.00	-1,662.26	131.7
708.000 Holiday/Vacation/Sick Sellback	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.0
712.001 Costs - Social Security	7,818.00	7,818.00	4,454.72	606.28	0.00	3,363.28	57.0
712.002 Costs - Medicare	1,828.00	1,828.00	1,041.82	141.79	0.00	786.18	57.0
712.005 Costs - MERS Contribution	4,401.00	4,401.00	3,178.31	434.36	0.00	1,222.69	72.2
712.007 Costs - SUTA	410.00	410.00	231.57	110.24	0.00	178.43	56.5
712.009 Costs - Workers Compensation	2,866.00	2,866.00	2,106.62	251.47	0.00	759.38	73.5
712.010 Costs - Blue Cross Insurance	29,017.00	29,017.00	20,616.86	2,199.19	0.00	8,400.14	71.1
712.011 Costs - Life Insurance	454.00	454.00	225.63	28.20	0.00	228.37	49.7
712.013 Costs - HSA Contribution	7,500.00	7,500.00	7,500.00	0.00	0.00	0.00	100.0
712.014 Costs - Dental Insurance	2,038.00	2,038.00	1,329.46	155.27	0.00	708.54	65.2
712.015 Costs - Vision / Ancillary	1,062.00	1,062.00	708.00	88.50	0.00	354.00	66.7
715.000 Uniform & Cleaning Allowance	2,940.00	2,940.00	1,168.23	242.20	0.00	1,771.77	39.7
728.000 SUPPLIES - Operating	25,540.00	25,540.00	16,097.79	2,010.72	0.00	9,442.21	63.0
745.000 Chemicals	29,900.00	29,900.00	10,850.20	1,979.29	0.00	19,049.80	36.3
770.000 Vehicle Gas	4,250.00	4,250.00	1,154.80	118.91	0.00	3,095.20	27.2
801.000 Professional Services	16,000.00	16,000.00	3,495.00	495.00	0.00	12,505.00	21.8
822.000 Insurance	21,000.00	21,000.00	18,002.17	0.00	0.00	2,997.83	85.7
824.000 Lab Testing	10,000.00	10,000.00	1,175.00	225.00	0.00	8,825.00	11.8
831.000 Contractual Repairs & Maint.	64,150.00	64,150.00	49,139.60	57.45	0.00	15,010.40	76.6
860.000 Travel & Training	4,000.00	4,000.00	921.09	260.00	0.00	3,078.91	23.0
870.000 Memberships & Dues	400.00	400.00	280.00	0.00	0.00	120.00	70.0
874.000 Retire. Costs - Blue Cross	3,000.00	3,000.00	2,000.00	250.00	0.00	1,000.00	66.7
920.000 UTILITIES - Gas	18,000.00	18,000.00	5,496.44	0.00	0.00	12,503.56	30.5
925.000 UTILITIES - Electric	140,000.00	140,000.00	68,478.41	10,327.71	0.00	71,521.59	48.9
930.000 Repairs & Maintenance	83,500.00	83,500.00	16,540.40	5,445.64	0.00	66,959.60	19.8
957.000 Motor Pool	37,132.00	37,132.00	21,660.31	3,094.33	0.00	15,471.69	58.3
970.000 Capital Outlay - under \$5,000	0.00	0.00	2,342.76	1,383.01	0.00	-2,342.76	0.0

**REVENUE/EXPENDITURE REPORT**  
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City of Manistee

For the Period: 7/1/2016 to 1/31/2017

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
<b>Fund: 592 - WATER &amp; SEWER UTILITY</b>							
<b>Expenditures</b>							
SEWER - WWTP	642,205.00	642,205.00	331,824.02	40,207.64	0.00	310,380.98	51.7
Dept: 544 SEWER COLLECTION (STREETS)							
702.000 Salaries	85,738.00	85,738.00	44,094.15	6,278.41	0.00	41,643.85	51.4
704.000 Overtime	5,000.00	5,000.00	3,857.53	249.81	0.00	1,142.47	77.2
708.000 Holiday/Vacation/Sick Sellback	2,000.00	2,000.00	387.03	0.00	0.00	1,612.97	19.4
712.001 Costs - Social Security	5,790.00	5,790.00	2,985.15	377.09	0.00	2,804.85	51.6
712.002 Costs - Medicare	1,354.00	1,354.00	698.16	88.19	0.00	655.84	51.6
712.005 Costs - MERS Contribution	1,751.00	1,751.00	1,994.17	273.10	0.00	-243.17	113.9
712.007 Costs - SUTA	274.00	274.00	170.86	69.85	0.00	103.14	62.4
712.009 Costs - Workers Compensation	2,114.00	2,114.00	1,299.39	148.17	0.00	814.61	61.5
712.010 Costs - Blue Cross Insurance	16,543.00	16,543.00	17,452.84	2,074.80	0.00	-909.84	105.5
712.011 Costs - Life Insurance	302.00	302.00	144.12	18.80	0.00	157.88	47.7
712.013 Costs - HSA Contribution	4,500.00	4,500.00	6,000.00	0.00	0.00	-1,500.00	133.3
712.014 Costs - Dental Insurance	1,164.00	1,164.00	1,165.48	145.56	0.00	-1.48	100.1
712.015 Costs - Vision / Ancillary	708.00	708.00	472.00	59.00	0.00	236.00	66.7
715.000 Uniform & Cleaning Allowance	1,620.00	1,620.00	518.00	76.28	0.00	1,102.00	32.0
728.000 SUPPLIES - Operating	3,500.00	3,500.00	1,546.67	175.55	0.00	1,953.33	44.2
745.000 Chemicals	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.0
801.000 Professional Services	35,000.00	35,000.00	0.00	0.00	0.00	35,000.00	0.0
831.000 Contractual Repairs & Maint.	15,000.00	15,000.00	10,854.35	0.00	0.00	4,145.65	72.4
860.000 Travel & Training	750.00	750.00	0.00	0.00	0.00	750.00	0.0
930.000 Repairs & Maintenance	14,000.00	14,000.00	16,512.66	151.93	0.00	-2,512.66	117.9
957.000 Motor Pool	37,132.00	37,132.00	21,660.38	3,094.34	0.00	15,471.62	58.3
970.000 Capital Outlay - under \$5,000	4,250.00	4,250.00	0.00	0.00	0.00	4,250.00	0.0
SEWER COLLECTION (STREETS)	239,490.00	239,490.00	131,812.94	13,280.88	0.00	107,677.06	55.0
Dept: 574 DEBT SERVICE							
960.000 Bank Charges	1,500.00	1,500.00	1,552.50	750.00	0.00	-52.50	103.5
995.003 1997 B SRF Bond Interest	788.00	788.00	393.75	0.00	0.00	394.25	50.0
995.005 1998 B SRF Bond Interest	9,056.00	9,056.00	5,400.00	0.00	0.00	3,656.00	59.6
995.007 1999 B SRF Bond Interest	15,500.00	15,500.00	8,562.50	0.00	0.00	6,937.50	55.2
995.008 2005 W/S Refunding Interest	112,913.00	112,913.00	61,491.25	0.00	0.00	51,421.75	54.5
995.009 2006 SRF Bond Interest	26,199.00	26,199.00	13,099.69	0.00	0.00	13,099.31	50.0
995.010 2010 SRF Bond Interest	12,652.00	12,652.00	6,513.44	0.00	0.00	6,138.56	51.5
995.011 2010 DWRP Bond Interest	8,875.00	8,875.00	4,562.50	0.00	0.00	4,312.50	51.4
995.013 2011 SRF Bond Interest	26,629.00	26,629.00	13,134.68	0.00	0.00	13,494.32	49.3
995.014 2011 DWRP Bond Interest	8,814.00	8,814.00	4,406.94	0.00	0.00	4,407.06	50.0
995.015 2015 W/S Revenue Bond - Int	86,750.00	86,750.00	43,375.00	0.00	0.00	43,375.00	50.0
999.000 Transfers Out	273,572.00	273,572.00	213,327.99	213,327.99	0.00	60,244.01	78.0
DEBT SERVICE	583,248.00	583,248.00	375,820.24	214,077.99	0.00	207,427.76	64.4
Dept: 902 OTHER GRANTS							
988.000 SAW Grant Expense	600,000.00	600,000.00	561,402.79	0.00	0.00	38,597.21	93.6
OTHER GRANTS	600,000.00	600,000.00	561,402.79	0.00	0.00	38,597.21	93.6
Dept: 903 CAPITAL OUTLAY - over \$5,000							
987.006 2015 Riverbank Sewer Line	1,000,000.00	1,000,000.00	31,531.50	0.00	0.00	968,468.50	3.2
987.007 2015 Sixth Ave Pump Station	300,000.00	300,000.00	1,298,216.08	0.00	0.00	-998,216.08	432.7
987.012 2016 DPW Electric Gate	6,500.00	6,500.00	0.00	0.00	0.00	6,500.00	0.0
987.013 2016 Sewer Camera	28,000.00	28,000.00	0.00	0.00	0.00	28,000.00	0.0
CAPITAL OUTLAY - over \$5,000	1,334,500.00	1,334,500.00	1,329,747.58	0.00	0.00	4,752.42	99.6
<b>Expenditures</b>	<b>5,158,798.00</b>	<b>5,158,798.00</b>	<b>3,848,901.48</b>	<b>142,802.68</b>	<b>0.00</b>	<b>1,309,896.52</b>	<b>74.6</b>

**REVENUE/EXPENDITURE REPORT**  
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City of Manistee

For the Period: 7/1/2016 to 1/31/2017	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
<b>Fund: 594 - MARINA FUND</b>							
Revenues							
Dept: 000							
642.000 Sales	3,000.00	3,000.00	3,412.75	0.00	0.00	-412.75	113.8
645.000 Charge for Sales - Fuel	76,050.00	76,050.00	65,917.34	0.00	0.00	10,132.66	86.7
646.000 Charge for Sales - Dockage	75,000.00	75,000.00	45,983.76	224.00	0.00	29,016.24	61.3
664.000 Interest Income	50.00	50.00	-0.01	0.00	0.00	50.01	0.0
667.000 Rental Income	2,500.00	2,500.00	2,625.00	380.00	0.00	-125.00	105.0
699.000 Transfers In	65,000.00	65,000.00	65,000.00	25,000.00	0.00	0.00	100.0
Dept: 000	221,600.00	221,600.00	182,938.84	25,604.00	0.00	38,661.16	82.6
Revenues	221,600.00	221,600.00	182,938.84	25,604.00	0.00	38,661.16	82.6
Expenditures							
Dept: 000							
704.000 Overtime	200.00	200.00	70.51	0.00	0.00	129.49	35.3
706.000 Part-Time	22,000.00	22,000.00	15,897.57	0.00	0.00	6,102.43	72.3
712.001 Costs - Social Security	1,376.00	1,376.00	1,088.10	0.00	0.00	287.90	79.1
712.002 Costs - Medicare	322.00	322.00	254.50	0.00	0.00	67.50	79.0
712.007 Costs - SUTA	320.00	320.00	463.33	0.00	0.00	-143.33	144.8
712.009 Costs - Workers Compensation	786.00	786.00	775.88	0.00	0.00	10.12	98.7
728.000 SUPPLIES - Operating	6,000.00	6,000.00	3,323.57	285.85	0.00	2,676.43	55.4
730.000 SUPPLIES - Fuel	67,140.00	67,140.00	55,705.51	0.00	0.00	11,434.49	83.0
801.000 Professional Services	500.00	500.00	0.00	0.00	0.00	500.00	0.0
820.000 Administration	11,080.00	11,080.00	8,310.00	2,770.00	0.00	2,770.00	75.0
822.000 Insurance	1,750.00	1,750.00	1,628.56	0.00	0.00	121.44	93.1
831.000 Contractual Repairs & Maint.	4,500.00	4,500.00	2,241.08	0.00	0.00	2,258.92	49.8
892.500 Marketing	4,000.00	4,000.00	425.00	0.00	0.00	3,575.00	10.6
920.000 UTILITIES - Gas	2,000.00	2,000.00	3,149.15	2,325.21	0.00	-1,149.15	157.5
922.000 UTILITIES - Water	6,750.00	6,750.00	3,017.41	134.99	0.00	3,732.59	44.7
925.000 UTILITIES - Electric	12,000.00	12,000.00	6,005.05	0.00	0.00	5,994.95	50.0
930.000 Repairs & Maintenance	4,500.00	4,500.00	1,600.40	0.00	0.00	2,899.60	35.6
958.000 Sales Tax	4,000.00	4,000.00	2,879.16	446.00	0.00	1,120.84	72.0
960.000 Bank Charges	6,000.00	6,000.00	4,848.44	37.68	0.00	1,151.56	80.8
Dept: 000	155,224.00	155,224.00	111,683.22	5,999.73	0.00	43,540.78	71.9
Dept: 574 DEBT SERVICE							
998.001 Marina Bldg - Interest	8,842.00	8,842.00	8,842.27	8,842.27	0.00	-0.27	100.0
998.003 Interest - Internal Loan	5,035.00	5,035.00	5,034.69	0.00	0.00	0.31	100.0
DEBT SERVICE	13,877.00	13,877.00	13,876.96	8,842.27	0.00	0.04	100.0
Expenditures	169,101.00	169,101.00	125,560.18	14,842.00	0.00	43,540.82	74.3

**REVENUE/EXPENDITURE REPORT**  
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City of Manistee

For the Period: 7/1/2016 to 1/31/2017	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
<b>Fund: 661 - MOTOR POOL FUND</b>							
Revenues							
Dept: 000							
664.000 Interest Income	500.00	500.00	888.54	277.39	0.00	-388.54	177.7
670.003 Equipment Rental - Fire	62,000.00	62,000.00	36,166.69	5,166.67	0.00	25,833.31	58.3
670.004 Equipment Rental - Parks	36,000.00	36,000.00	21,000.00	3,000.00	0.00	15,000.00	58.3
670.005 Equipment Rental - Police	31,000.00	31,000.00	18,083.31	2,583.33	0.00	12,916.69	58.3
670.006 Equipment Rental - Public Work	72,000.00	72,000.00	42,000.00	6,000.00	0.00	30,000.00	58.3
670.007 Equipment Rental - StreetSewer	37,132.00	37,132.00	21,660.38	3,094.34	0.00	15,471.62	58.3
670.008 Equipment Rental - Water	37,132.00	37,132.00	21,660.31	3,094.33	0.00	15,471.69	58.3
670.009 Equipment Rental - WWTP	37,132.00	37,132.00	21,660.31	3,094.33	0.00	15,471.69	58.3
673.000 Sale of Asset	47,000.00	47,000.00	10,660.00	8,860.00	0.00	36,340.00	22.7
Dept: 000	359,896.00	359,896.00	193,779.54	35,170.39	0.00	166,116.46	53.8
Revenues	359,896.00	359,896.00	193,779.54	35,170.39	0.00	166,116.46	53.8
Expenditures							
Dept: 000							
799.000 Miscellaneous Expense	12,000.00	12,000.00	0.00	0.00	0.00	12,000.00	0.0
822.000 Insurance	33,500.00	33,500.00	33,421.75	0.00	0.00	78.25	99.8
971.001 DPW - Plow Trucks	105,010.00	105,010.00	79,660.78	0.00	0.00	25,349.22	75.9
971.004 DPW - Pickup	7,000.00	7,000.00	5,841.00	5,841.00	0.00	1,159.00	83.4
971.006 DPW - Loader (Small)	79,661.00	79,661.00	607.36	607.36	0.00	79,053.64	0.8
972.004 PARKS - Gator	3,800.00	3,800.00	3,900.00	3,900.00	0.00	-100.00	102.6
973.001 POLICE - Patrol Car	38,000.00	38,000.00	35,360.00	0.00	0.00	2,640.00	93.1
974.002 FIRE - Rescue Ambulance	29,000.00	29,000.00	29,000.00	0.00	0.00	0.00	100.0
974.004 FIRE - Pickup	60,000.00	60,000.00	0.00	0.00	0.00	60,000.00	0.0
977.001 WS - Vactor	26,705.00	26,705.00	26,704.73	26,704.73	0.00	0.27	100.0
Dept: 000	394,676.00	394,676.00	214,495.62	37,053.09	0.00	180,180.38	54.3
Expenditures	394,676.00	394,676.00	214,495.62	37,053.09	0.00	180,180.38	54.3
Grand Total Net Effect:	-124,115.00	-125,115.00	475,154.04	-93,338.84	0.00	-600,269.04	



# DOWNTOWNMANISTEE

*michigan*

DATE: February 27, 2017  
TO: City Manager and City Council  
FROM: Tyler Leppanen  
RE: DDA Bylaws

The DDA has been working with George Saylor to update the current bylaws. On February 23, 2017, the DDA Board approved the bylaws that have been sent to City Council for approval. The changes to the bylaws were to simplify language and make the bylaws more consistent with state law as advised by Mr. Saylor, make the bylaws consistent with current DDA practice, and provide flexibility to how the DDA operates in the future. It is my understanding that the proposed changes are tracked in the document provided to you.

If you have any questions or concerns in regards to the proposed changes, please feel free to contact me. You can call my office number at (231) 398-3262 or email me at [tyler.leppanen@manisteedowntown.com](mailto:tyler.leppanen@manisteedowntown.com).



Tyler Leppanen  
DDA Executive & Economic Development Director

**RULES GOVERNING THE MANISTEE, MICHIGAN  
DOWNTOWN DEVELOPMENT AUTHORITY**

**ARTICLE I. PURPOSES AND POWERS**

The purpose or purposes for which the Authority is organized are as follows: To act as a Downtown Development Authority in accordance with Act 197 of the Public Acts of 1975, as amended (the "Act"), including, but not limited to: to correct and prevent deterioration in the Downtown Development District, to encourage historic preservation, to create and implement development plans, and to promote economic growth. In furtherance of these purposes, the Authority shall have all of the powers which now or hereafter may be conferred by law on Authorities organized under Act 197, Public Acts of 1975 as amended; and Public Law 9-1-646, being the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970. The power or authority given under Public Acts 197 is as follows:

- (a) Prepare an analysis of economic changes taking place in the downtown district.
- (b) Study and analyze the impact of metropolitan growth upon the downtown district.
- (c) Plan and propose the construction, the renovation, repair, remodeling, rehabilitation, restoration, preservation, or reconstruction of a public facility, an existing building, or a multiple-family dwelling unit which may be necessary or appropriate to the execution of a plan which, in the opinion of the board, aids in the economic growth of the downtown district.
- (d) Plan, propose, and implement an improvement to a public facility within the development area to comply with the barrier free design requirements of the state construction code promulgated under the Stille-DeRossett-Hal single state construction code act, 1972 PA 230, MCL 125.1501 to 125.1531.
- (e) Develop long-range plans, in cooperation with the agency which is chiefly responsibility for planning in the municipality, designed to halt the deterioration of property values in the downtown district and to promote the economic growth of the downtown district, and take such steps as may be necessary to persuade property owners to implement the plans to the fullest extent possible.
- (f) Implement any plan of development in the downtown district necessary to achieve the purposes of this act, in accordance with the powers of the Authority as granted by this act.
- (g) Make and enter into contracts necessary or incidental to the exercise of its powers and the performance of its duties.
- (h) Acquire by purchase or otherwise on terms and conditions and in a manner the Authority deems proper or own, convey, or otherwise dispose of, or lease as

lessor or lessee, land and other property, real or personal, or rights of interests therein, which the Authority determines is reasonably necessary to achieve the purposes of this act, and to grant or acquire licenses, easements, and options with respect thereto.

- (i) Improve land and construction, reconstruct, rehabilitate, restore and preserve, equip, improve, maintain, repair, and operate any building including multiple-family dwellings, and any necessary or desirable appurtenances thereto, within the downtown district for use, in whole or in part, of any public or private person or corporation, or a combination thereof.
- (j) Fix, charge, and collect fees, rents, and charges for the use of any building or property under its control or any part thereof, or facility therein, and pledge the fees, rents, and charges for the payment of revenue bonds issued by the Authority.
- (k) Lease any building or property under its control, or any part thereof of a building or property.
- (l) Accept grants and donations of property, labor, or other things of value from a public or private source.
- (m) Acquire and construct public facilities.
- (n) Create, operate, and fund marketing initiatives that benefit only retail and general marketing of the downtown district.
- (o) Contract for broadband service and wireless technology service in the downtown district.
- (p) Operate and perform all duties and exercise all responsibilities described in this section in a qualified township if the qualified township has entered into an agreement with the municipality under section 3(7).
- (q) Create, operate, and fund a loan program to fund improvements for existing buildings located in a downtown district to make them marketable for sale or lease. The board may make loans with interest at a market rate or may make loans with interest at a below market rate, as determined by the board.
- (r) Create, operate, and fund retail business incubators in the downtown district.

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## ARTICLE II. BOARD OF DIRECTORS

### Section 1. General Powers

The Authority shall be under the supervision and control of a board of directors.



## Section 2. Number, Tenure, and Qualifications

The Board of ~~the Authority~~ Directors shall consist of nine persons, the Mayor of the City of Manistee and eight appointed members. ~~The members shall be appointed for four year terms. The members shall be appointed for one term of four years except that of members first appointed; two shall be appointed for one year, two for two years, two for three years, and two for four years.~~ At least five of the members shall be persons having an interest in property located in the downtown district or an officer, member, trustee, principal or employee of a legal entity having an interest in property located in the downtown district. At least one of the members shall be a resident of the downtown district if it has one hundred or more persons residing within it. The term of office shall begin on the First day of July.

## Section 3. Selection of Board Members

The ~~Chief Executive Mayor~~ of the City of Manistee with the advice and consent of the City Council shall appoint the members of the board. Subsequent board members shall be appointed in the same manner as the original appointments at the expiration of each member's term of office. Before assuming the duties of office, a member shall qualify by taking and subscribing to the constitutional oath of office.

## Section 4. Compensation of Members

Members of the board shall serve without compensation, but shall be reimbursed for actual and necessary expenses.

## Section 5. Expiration of Term, Continuation in Office, Reappointment, and Filling Vacancies

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If a vacancy is created by the death, resignation, or removal of a member, a successor shall be appointed ~~in the manner prescribed for filling vacancies on City of Manistee Authorities~~ by the Mayor of the City of Manistee to fill the unexpired term.

## Section 6. Removal

Pursuant to proper notice and an opportunity to be heard, a member may be removed from office for ~~neglect of duty including nonattendance at meetings, misconduct, malfeasance, or any other good cause by a majority vote of the City Council. Removal of a member is subject to review by the Circuit Court.~~

## Section 7. Board Absences.

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In order to maintain the maximum participation of all appointed Downtown Development Authority Board members at all scheduled meetings, the following is the attendance guide and Board member replacement policy for "excused" ~~or and~~ "unexcused" absences:

1. When appointed, each Board member should state his/her willingness and intention to attend each scheduled meeting of the Downtown Development Authority.
2. In the event of unplanned personal matters, business trips, family vacation trips, changed job requirements, sickness, or other physical disabilities that prohibit the Board member from attending the scheduled meeting; the Board Chair or staff liaison to the Downtown Development Authority should be notified as soon as possible prior to the time of the scheduled meeting of their inability to attend. The Board member upon this notification will receive an "excused absence" for the involved scheduled meeting.
3. If any Board member is absent from three (3) consecutive scheduled meetings without an "excused absence" for any of the three (3) meetings, the Board member shall be reported in writing to the City Manager. The City Manager will contact the Board member in writing and question his/her continued ability or interest in being on the Board, giving the member a chance to rectify the attendance issue or submit a resignation.
4. There will be no limit on the number of consecutive "excused absences" for any Board member. However, if the Board member is repeatedly absent for at least 50% of the yearly scheduled meetings, that member will also be reported in writing to the City Manager. The City Manager will contact the Board member in writing and question the member's continued ability or interest to be on the Board. The Board member will be considered for an appointment nullification when the absences total six in the calendar year.
5. The appointment nullification action would be initiated by the City Manager and forwarded on to the City Council for official action.

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#### Section 78. Disclosure of Interest

A board member who has a direct interest in any matter before the Authority shall disclose his interest prior to the Authority taking any action with respect to the matter which disclosure shall become a part of the record of the Authority's official proceedings. Further, any member making such disclosure shall then refrain from participating in the Authority's decision-making process relative to such matter.

### ARTICLE III. OFFICERS

#### Section 1. OFFICERS

The officers of the Authority Board of Directors shall be a Chairman, Vice-Chairman, Secretary, and Treasurer. The Chairman shall be the Chief Executive Officer of the City, or as elected by the board.



### Section 3. Filling of Vacancies

A vacancy in any of the officer positions may be filled by the board for the unexpired portion of the term.

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### Section 4. Chairman

The Chairman shall preside at all meetings of the board and shall discharge the duties of a presiding officer.

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### Section 5. Vice-Chairman

In the absence of the Chairman or in the event of his inability or refusal to act, the Vice Chairman shall perform the duties of the Chairman and when so acting shall have all the powers and be subject to all restrictions of the Chairman.

## ARTICLE IV. MEETINGS

### Section 1. Annual Meeting

The Annual Meeting shall be held in conjunction with ~~a the first~~ regular monthly meeting ~~after the beginning of the new fiscal year within ninety days after the beginning of the new fiscal year on the third second Wednesday of July. set by the Organization Committee and approved by the board each year.~~ The election of officers shall occur at the annual ~~organizational~~ meeting. If the election of officers should not occur ~~on the day designated at the annual meeting~~, or any adjournment thereof, the board shall cause the election to be held at a regular ~~or~~ special meeting of the board within ninety days ~~after of~~ the ~~annual meeting beginning of the new fiscal year.~~

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### Section 2. Regular Meetings

Regular meetings of the board shall be held at 12:00 noon on the second Wednesday of each month at a location agreed to by the board. In the event the meeting day shall fall on a holiday, the meeting will occur on the following day. ~~The financial records board meetings shall always be open to the public. Any regularly scheduled meeting may shall be cancelled for lack of a quorum. Notice of all meetings shall be posted.~~ Meetings shall be conducted in accordance with the Michigan Open Meetings Act.

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### Section 3. Special Meetings

Special meetings of the board may be called by the Chairman, by the Vice-Chairman in the absence of the Chairman, by the Executive Director, by any three members, or by the City Council by giving twenty-four hour notice ~~to the Board of Directors~~ of the meeting ~~stating the purpose of the meeting and by posting the notice eighteen hours prior to the meeting.~~

#### Section 4. Notice of Meetings

~~All meetings shall be preceded by public notice posted no less than eighteen hours prior to the meeting in accordance with the Open Meetings Act (Act 267 of the Public Acts of 1976, as amended.)~~ Notice of all meetings shall be posted at the Downtown Development Authority Office and in accordance with the Michigan Open Meetings Act (MCL 15.261 et seq.). Notice to the ~~members of the board of directors~~ and to the public shall be the responsibility of the ~~Secretary~~ Executive Director.

#### Section 5. Agenda

The Chairman may direct the Secretary or Executive Director to prepare the agendas for all meetings and send them to the ~~Authority board~~ members at least twenty-four hours prior to a meeting. Any member of the Authority may request any item to be placed upon the Agenda. Approval of the agenda, including items added or deleted, shall be one of the first items of business at each meeting.

#### Section 6. Quorum and Voting

A majority of the members of the board in office shall constitute a quorum for the transaction of business. In the event that effective membership is reduced because of disclosure of interest (Article II, Section 78), a majority of the remaining members eligible to vote shall constitute the action of the board.

#### Section 7. Rules of Order

~~Robert's Rules of Order will govern the conduct of all meetings.~~  
Robert's Rules of Order is adopted as the Board Guideline of parliamentary procedure. The purpose of Robert's Rules of Order is to provide an organized and orderly procedure for addressing business before the Board of Directors, without elevating form over substance in the conduct of Board meetings.

#### Section 8. Public Comment During Meetings

The Manistee Downtown Development Authority wishes to provide for orderly public comment during its meetings and wishes to express its procedure for allowing public comment at its meetings in compliance with Open Meetings Act, Public 267 of the Public Acts of 1976.

1. At any meeting, any interested person may address the Board of ~~Trustees~~ Directors of the Manistee Downtown Development Authority on any agenda item prior to the vote on that agenda item if recognized by the Chairman or upon request of any two Board members present.
2. Any interested person may address the Board of ~~Trustees~~ Directors of the ~~Manistee Downtown Development Authority on~~ Directors on any matter relevant



to the purposes and powers of the Authority during the agenda item designated for public comments.

3. The Chairman shall have the authority to limit and terminate any public comment that becomes disruptive, repetitive, or impedes the orderly progress of the meeting. The Chairman shall control the order and duration of any public comment, subject to appeal.
4. Any public comment may be limited in time to not more than five (5) minutes.
5. Prior to engaging in public comment, each person shall identify themselves and the group that is being represented.

## ARTICLE V. EMPLOYMENT OF PERSONNEL

### Section 1. Executive Director

The board may employ and fix the compensation of an executive director, subject to the approval of the City Council. The executive director shall serve at the pleasure of the board. A member of the board is not eligible to hold the position of executive director.

Before entering upon the duties of his office, the executive director shall take and subscribe to the constitutional oath, and furnish bond, by posting a bond in the penal sum determined in the ordinance establishing the Authority, payable to the Authority for use and benefit of the Authority, approved by the board, and filed with the City Clerk. The premium on the bond shall be deemed an operating expense of the Authority, payable from funds available to the Authority for expenses and operation. The executive director shall be the chief executive officer of the Authority. Subject to the approval of the board, the executive director shall supervise, and be responsible for, the preparation of plans and the performance of the functions of the Authority in the manner authorized by Act 197 of the Public Acts of 1975 as amended. The executive director shall attend the meetings of the board, and shall render to the board and to the City Council a regular report covering the activities and financial condition of the Authority. If the executive director is absent or disabled, the board may designate a qualified person as acting executive director to perform the duties of the office. Before entering upon the duties of his office, the executive director shall take and subscribe to the constitutional oath, and furnish bond, by posting a bond in the penal sum determined in the ordinance establishing the Authority, payable to the Authority for use and benefit of the Authority, approved by the board, and filed with the City Clerk. The premium on the bond shall be deemed an operating expense of the Authority, payable from funds available to the Authority for expenses and operation. The executive director shall be the chief executive officer of the Authority. Subject to the approval of the board, the executive director shall supervise, and be responsible for, the preparation of plans and the performance of the functions of the Authority in the manner authorized by Act 197 of the Public Acts of 1975 as amended. The executive director shall attend the meetings of the board, and shall render to the board and to the City Council a regular report covering the activities and financial condition of the Authority. If the executive director is absent or disabled, the board may designate a qualified person as acting executive director to perform the duties of the office.

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## Section 2. Treasurer

The board may employ and fix the compensation of a Treasurer if he or she is not a board member, who shall keep the financial records of the Authority and who, together with the executive director, shall approve all vouchers for the expenditure of funds of the Authority. The Treasurer shall perform such other duties as may be delegated by the board and shall furnish bond in an amount as prescribed by the board.



### Section 3. Secretary

The board may ~~employ and fix the compensation~~ appoint of a secretary, who shall maintain custody of the official seal and of records, books, documents, or other papers not required to be maintained by the ~~controller~~ executive director. The secretary shall attend meetings of the board and keep a record of its proceedings, and shall perform such duties delegated by the board.

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### Section 4. Legal Counsel

The board may retain legal counsel to advise the board in the proper performance of its duties. The legal counsel shall represent the Authority in actions brought by or against the Authority.

### Section 5. Other Personnel

The Board may employ other personnel deemed necessary by the board.

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## ARTICLE VI. COMMITTEES AND ADVISORY BOARDS

### Section 1. Committees

The board by resolution may designate and appoint one or more committees to advise the board. The Chairman of the ~~Authority Board~~ shall appoint the members and select the chairman. The committees may be terminated by a vote of the ~~Authority Board~~. At the annual meeting, the committees will be evaluated and reappointed or dissolved.

### ~~Section 2. Standing Committees; structure, term, chairperson, powers and duties~~

~~Standing committees of the Manistee DDA Board of Directors shall reflect the Main Street Four Point Approach: The Design Committee, Economic Restructuring Committee, Marketing & Promotions Committee and Organization Committee.~~

~~No fewer than five (5) committee members shall serve on each committee. No more than four (4) and no less than one (1) member of the board shall serve on one committee. The Executive Director shall act as a permanent consultant to each committee without needing to be in attendance at all meetings. The committee members may be anyone residing in the immediate Manistee area and must express an interest in participation in strengthening the downtown district. Committee members shall be appointed by each Committee Chair with the consent of the DDA Chair. All meetings of the standing committees shall be open to the public.~~

~~Each standing committee member shall continue as such until the next annual meeting of the board and until his successor is appointed, unless the committee~~

~~shall be sooner terminated, or unless such member be removed from such committee, or unless such member shall cease to qualify as a member thereof.~~

~~One member of each committee shall be appointed Chairperson by the board.~~

~~Standing committees shall determine and schedule their meeting times, dates (minimum of monthly) and locations; consult with outside sources; interface with other city appointed Boards and Commissions for an exchange of ideas that would then be presented to the board prior to any action of the board.~~

~~The duties of the committees are to notify the Executive Director and DDA Chairperson of all meeting times, dates and locations; keep written minutes of each meeting to be filed with the Manistee DDA; keep the Executive Director informed of the events of each meeting by means of the Committee Chairperson if Executive Director is unable to attend; fulfill charges of and answer to the Manistee DDA Board of Directors; present monthly committee reports at board meetings; act in the best interest of the Manistee DDA at all times.~~

#### Section 32. Advisory Boards

The board may by resolution authorize the establishment of advisory boards ~~to the Authority~~. The Chairman shall select, with the advice and consent of the ~~Authority Board~~ members, the members of each advisory board. The advisory board shall elect their own officers and establish rules governing their actions.

#### Section 4. Standing Invitations

~~The following community organizations shall receive a standing invitation to attend board meetings and be heard during the public comment portion of the meeting: Alliance for Economic Success, County of Manistee, Manistee Area Chamber of Commerce and Manistee County Convention & Visitors Bureau. Each invited organization shall select their representative to attend the meetings, at their discretion.~~

### ARTICLE VII. CONTRACTS AND FUNDS

#### Section 1. Contracts

The board may authorize the Executive Director or an agent or agents of the Authority to enter into any contract or execute and deliver any instrument on behalf of the Authority within the limits authorized by Public Act 197. The authorization may be general or confined to specific instances.

#### Section 2. Funds

All checks, drafts, or orders for the payment of money, notes, or other evidence of indebtedness issued in the name of the Authority shall be signed by the Treasurer and



countersigned by the Executive Director or Administrator of the Authority. Other member of the board may be authorized to execute documents in the absence of the Treasurer or Executive Director. Account transactions require two signatures. All funds of the Authority shall be placed in such banks, trust companies, or other depositories as selected by the board and consistent with the legal requirements for the deposit of said funds.

### Section 3. Contributions or Gifts

The board may accept on behalf of the Authority any contribution, gift, ~~request~~bequest, ~~real property~~ or ~~device~~device for the general purposes or for any special purpose of the Authority.

## ARTICLE VIII. BOOKS AND RECORDS

### Section 1. Books and Records

The Authority shall keep correct and complete records of books and accounts and minutes of the meetings, ~~and they shall be available to the public.~~ The records shall be kept at the principal office of the Authority which will have a record of the names and addresses of the members of the Authority. All books and records of the Authority shall be open to the public. An annual audit by an independent certified public account will be conducted.

### Section 2. Fiscal Year

The fiscal year of the Authority shall at all times conform to the fiscal year of the City of Manistee.

## ARTICLE IX – RAISING OF FUNDS

The Authority shall have the ability to raise funds pursuant to the Act, including, but not limited to, through Ad Valorem Tax, borrowing money pursuant to the Revised Municipal Finance Act, 2001 PA 34, issuance of revenue bonds pursuant to 1933 PA 94 and Tax Increment Financing.

### ~~Section 1. Ad Valorem Tax~~

~~The Authority with the approval of the City Council may levy an ad valorem tax on the real and tangible property not exempt by law and as finally equalized in the downtown district. The tax shall be not more than 2 mills. The tax shall be collected by the City of Manistee. The City shall collect the tax at the same time and in the same manner as it collects its other ad valorem taxes. The tax shall be paid to the Treasurer of the Authority and credited to the general fund of the Authority for purposes of financing only the operations of the Authority.~~

## Section 2. Borrowing Money Prior to Collection of Tax

The City may at the request of the Authority borrow money and issue its notes therefore pursuant to Act 202 of the Public Acts of 1943, as amended, being sections 131.1 and 138.2 of the Michigan Compiled Laws, under the revised municipal finance act, 2001 PA 34, MCL 141.2101 to 141.2821 in anticipation of collection of the ad valorem tax authorized in this section.

## Section 3. Revenue Bonds

The Authority may borrow money and issue its negotiable revenue bonds therefore pursuant to Act 94 of the Public Acts of 1933, as amended, being sections 141.101 to 141.139 of the Michigan Compiled Laws. Revenue bonds issued by the Authority shall not, except as hereinafter provided, be deemed a debt of the City of Manistee or the State of Michigan. The City Council by a majority vote of the members may pledge its full faith and credit to support the Authority's revenue bonds.

## Section 4. Tax Increment Financing

When the Authority determines that it is necessary for the achievement of the purposes of Act 197, Public Acts 1975 the Act 1975, the Authority shall prepare and submit a tax increment financing plan to the City Council. The plan shall include a development plan as provided in Section 17 of the Act, Act 197, Public Acts of 1975, a detailed explanation of the tax increment procedure, the maximum amount of bonded indebtedness to be incurred, the duration of the program, and shall be in compliance with Section 15 of that Act. The plan shall contain statement of the estimated impact of tax increment financing on the assessed values of all taxing jurisdictions in which the development area is located. The plan may provide for the use of part or all of the captured assessed value, but the portion intended to be used by the Authority shall be clearly stated in the tax increment financing plan. The Authority or City may exclude from captured assessed value growth in property value resulting solely from inflation. The plan shall set forth the method of excluding growth in property value resulting solely from inflation.

## ARTICLE X. DISTRICT BOUNDARIES

The Authority shall exercise its powers within the downtown district of the City of Manistee so determined by ordinance of the City Council.

## ARTICLE XI. AMENDMENT TO RULES

These rules should be reviewed annually by the Board of Directors and they may be altered, amended, or repealed, and new rules adopted, by a majority of the members present at any regular meeting, to be effective upon approval of the Manistee City Council.

Adopted by the Board of Directors \_\_\_\_\_

\_\_\_\_\_  
Secretary, Manistee City Downtown  
Development Authority

Approved by the Manistee City Council \_\_\_\_\_

\_\_\_\_\_  
City Clerk



MEMO TO: Thad Taylor, City Manager  
FROM: Jeffrey W. Mikula, Public Works Director  
DATE: February 27, 2017  
SUBJECT: River and Oak St Water Valve Replacement



**Public Works**  
**231-723-7132**



One of two river crossing transmission mains is located at Oak St. The pipe is lead jointed cast iron and the valves are original and no longer operates properly. The water main along River St ties to this main and is lead jointed cast iron pipes. The valves at this intersection are original and are broke in the closed position.

Due to the condition of the valves, the transmission main along Oak St. cannot be isolated if there is ever an issue. The main along River St. has two dead-end runs, the first from Maple to Oak and the second from Oak to Pine. This can effect water quality and reduces water available for fire flow conditions.

The project has been on the water capital improvement list for years and was included in the current budget at \$45,000. The project has been scheduled to be completed prior to the street resurfacing project along River Street which will commence in May of 2017.

Spicer Group designed and competitively bid the project. The bid documents included replacement of four gate valves, the replacement of a fire hydrant along with several worst case scenarios. These included four line stops and prices for both 10" and 12" components on the transmission line. This pipeline changes size somewhere in the intersection.

After publicly advertising and soliciting contractors from the region, one bid was received. The bid was much higher than expected. As such, we clarified the documents and re-advertised. Again one bid was received in the amount of \$57,095.00 with alternate pricing. The price is much closer to our budget. Reasons for the budget variance include:

- The replacement of the fire hydrant (including street repairs) was not included in the original budget + \$11,005.
- Original budget based on a 10" main. Based bid assumes 12" main + \$5,000.
- Contractor pricing is on the high end due to the high pressures and lead jointed pipe.

We believe this is the best opportunity to replace the fire hydrant. This project is included within the Water Department Budget 930,000 Repairs and Maintenance and contains sufficient funds for the bid amount and scope. Please see below.

**930.000 Repairs & Maintenance**

	Hydrants	\$	4,500	*
	Distribution repairs	\$	12,000	
	Valve replacements	\$	5,000	*
	Road repairs	\$	15,000	
	Vehicles	\$	1,500	
	Radios	\$	1,500	
	Other	\$	2,000	
	Parts	\$	5,000	
	Well House repairs	\$	2,000	
	Well Rehab	\$	20,000	
	Chemical Feed Pumps	\$	2,500	
	River & Oak Valves & Hydrant	\$	45,000	*
	Thaw Water Lines	\$	20,000	*
		\$	-	
		\$	-	
<b>Subtotal</b>		\$	136,000	

*\* AVAILABLE FOR PROJECT*



February 22, 2017

Jeff Mikula  
Director of Public Works  
City of Manistee  
70 Maple Street  
Manistee, MI 49660

RE: River and Oak Street Valve Replacement  
Bid Tabulation and Recommendation  
VIA EMAIL

Jeff,

We received one bid for this project from Elmer's Crane and Dozer, Inc. in the base bid amount of \$57,095.00. Enclosed with this letter is a copy of their bid.

Elmer's and has successfully completed projects in the area.

We recommend the award of this project to Elmer's Crane and Dozer, Inc. at the unit prices bid which, when applied to the estimated quantities, result in a total bid of fifty-seven thousand, ninety-five dollars (\$57,095.00).

In addition to placing the advertisement in the paper, and posting the documents to our bidding website, we have included with this letter a copy of the contractors that we specifically contacted via email and/or phone.

We will prepare the Contract documents and obtain the necessary insurances and bonding documents from the contractor once the City has approved the contract, and the Notice of Award is issued.

If you have any question or comments, please contact me at (989) 928-8027.

Sincerely,

A handwritten signature in black ink, appearing to read "Brian O. House".

**Brian O. House, P.E.**  
Project Manager

**SPICER GROUP, INC**  
1400 Zeeb Drive  
St. Johns, MI 48879  
Phone: (989) 224-2355  
E-mail: brianh@spicergroup.com

Copy: SGI File 12092416-044  
Thad Taylor, City Manager  
Ed Bradford, Chief Financial Officer



**BID FORM  
FOR CONSTRUCTION CONTRACTS**

**RIVER AND OAK STREET VALVE REPLACEMENT**

**ARTICLE 1 – BID RECIPIENT**

- 1.01 This Bid is submitted to:  
*City of Manistee, 70 Maple Street, Manistee, MI 49660*
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS**

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

**ARTICLE 3 – BIDDER'S REPRESENTATIONS**

- 3.01 In submitting this Bid, Bidder represents that:
- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
<u>NA</u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>

If no addenda have been issued, insert "N/A". Bidder shall submit signed copies of the Addendum Acknowledgment receipt form issued with each addendum with the complete bid form.

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### **ARTICLE 4 – BIDDER'S CERTIFICATION**

##### **4.01 Bidder certifies that:**

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at

artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Estimated Quantity	Unit	Description	Unit Price	Amount
1.	1	Lump Sum	Mobilization and Demobilization (Maximum 5% of base bid amount)	\$ 2675. <sup>00</sup>	\$ 2675. <sup>00</sup>
2.	90	Sq. Yard	HMA Removal	\$ 15. <sup>00</sup>	\$ 1350. <sup>00</sup>
3.	15	Lft	Curb Removal	\$ 20. <sup>00</sup>	\$ 300. <sup>00</sup>
4.	140	Sq. Ft	Remove and Reinstall Block Pavers	\$ 25. <sup>00</sup>	\$ 3,500. <sup>00</sup>
5.	2	Each	Remove and Replace 8-inch water valve and valve box	\$ 3,550. <sup>00</sup>	\$ 7,100. <sup>00</sup>
6.	2	Each	Remove and Replace 12-inch water valve and valve box	\$ 5,500. <sup>00</sup>	\$ 11,000. <sup>00</sup>
7.	1	Each	Remove and Replace Hydrant Assembly	\$ 5,200. <sup>00</sup>	\$ 5,200. <sup>00</sup>
8.	15	Lft	Concrete Curb and Gutter	\$ 60. <sup>00</sup>	\$ 900. <sup>00</sup>
9.	90	Sq. Yard	22A Aggregate Base, 8" Depth, CIP	\$ 20. <sup>00</sup>	\$ 1800. <sup>00</sup>
10.	21	Ton	HMA, Minimum 4" Depth / Match Existing	\$ 270. <sup>00</sup>	\$ 5,670. <sup>00</sup>
11.	1	Lump Sum	Restoration and Clean Up	\$ 600. <sup>00</sup>	\$ 600. <sup>00</sup>
12.	2	Each	Line Stop, 12"	\$ 8,500. <sup>00</sup>	\$ 17,000. <sup>00</sup>
TOTAL BASE BID:					\$ 57,095. <sup>00</sup>

**ALTERNATE A**

1.	1	Each	Remove and Replace 10-inch water valve and valve box	\$ <u>4,000.00</u>	\$ <u>4,000.00</u>
2.	1	Each	Line Stop, 10"	\$ <u>7,500.00</u>	\$ <u>7,500.00</u>
TOTAL ALTERNATE A:					\$ <u>11,500.00</u>

**ALTERNATE B**

1.	1		Replace South Tee	\$ <u>2,000.00</u>	\$ <u>2,000.00</u>
TOTAL ALTERNATE B:					\$ <u>2,000.00</u>

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

**ARTICLE 6 – TIME OF COMPLETION**

- 6.01 Bidder agrees that the Work will be substantially complete on or before April 28, 2017, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before May 12, 2017.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

**ARTICLE 7 – ATTACHMENTS TO THIS BID**

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
  - B. Affidavit of Compliance – Iran Economic Sanctions Act;

**ARTICLE 8 – DEFINED TERMS**

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

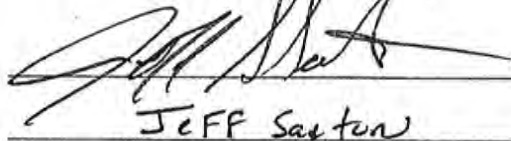
ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

Elmer's Crane and Digger, Inc.

By:

*[Signature]*



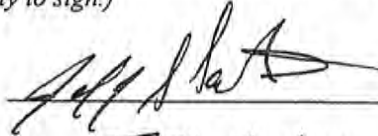
*[Printed name]*

Jeff Sauton

*(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest:

*[Signature]*



*[Printed name]*

Jeff Sauton

Title:

Project Manager

Submittal Date:

2/21/17

Address for giving notices:

3600 Rennie School Rd.

Traverse City, MI 49685

Telephone Number:

231-943-3443

Fax Number:

943-5508

Contact Name and e-mail address:

j.sauton@teamelmers.com

Bidder's License No.:

*(where applicable)*

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.





COMPANY	ADDRESS	PHONE #	FAX #	EMAIL
Carl's Excavating	2525 Wildwood Road, Manistee, MI 49660	231-723-6357	231-723-7899	<a href="mailto:carlsexcavatinginc@hotmail.com">carlsexcavatinginc@hotmail.com</a>
CJ's Excavating, Inc.	9051 E. 48 1/2 RD, Cadillac, MI 49601	231-775-1773	231-775-0703	<a href="mailto:margie@cjsexcavating.com">margie@cjsexcavating.com</a>
Elmers	PO Box 6150, (3600 Rennie School Road 49684), Traverse City, MI 49696	231-943-3443	231-943-5508	<a href="mailto:mikef@teamelmers.com">mikef@teamelmers.com</a> <a href="mailto:bpeace@teamelmers.com">bpeace@teamelmers.com</a> <a href="mailto:rovermeyer@teamelmers.com">rovermeyer@teamelmers.com</a> <a href="mailto:nbroad@teamelmers.com">nbroad@teamelmers.com</a>
Hallack Contracting	4223 W. Polk Road, Hart, MI 49420	231-873-5081	231-873-2889	<a href="mailto:amber@hallackcontracting.com">amber@hallackcontracting.com</a> <a href="mailto:dhallack@hallackcontracting.com">dhallack@hallackcontracting.com</a>
Mersino Dewatering		810-730-7618		<a href="mailto:shawn.tandy@mersino.com">shawn.tandy@mersino.com</a>
Schultz Excavating	PO Box 683, Ludington, MI	231-845-7125	231-843-4688	<a href="mailto:schultzexcavating@yahoo.com">schultzexcavating@yahoo.com</a>
Swidorski Brothers	4786 Red Apple Road, Manistee, MI 49660	231-723-7244	231-723-7244	<a href="mailto:swidbros@hotmail.com">swidbros@hotmail.com</a>

## NOTICE OF AWARD

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Date of Issuance: March 7, 2017

Owner: City of Manistee

Owner's Contract No.:

Engineer: Spicer Group, Inc.

Engineer's Project No.: 12092416-044

Project: River and Oak Street Valve  
Replacement

Contract Name: River and Oak Street Valve  
Replacement

Bidder: Elmer's Crane and Dozer, Inc.

Bidder's 3600 Rannie School Rd.

Address: Traverse City, MI 49685

### TO BIDDER:

You are notified that Owner has accepted your Bid dated February 21, 2017 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for: River and Oak Street Valve Replacement.

The Contract Price of the awarded Contract is: \$ 57,095.00.

3 unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

☒ a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Engineer 3 counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security [*e.g., performance and payment bonds*] and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Engineer will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

---

Owner: City of Manistee

By: \_\_\_\_\_  
Authorized Signature  
James Smith  
Title: Mayor

By: \_\_\_\_\_  
Authorized Signature  
Michelle Wright  
Title: City Clerk

Copy: Engineer



## AGREEMENT

This agreement is by and between City of Manistee ("Owner") and  
Elmer's Crane and Dozer, Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

### ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents.

### ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Rive and Oak Street Valve Replacement.

### ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Spicer Group, Inc.

3.02 The Owner has retained Spicer Group, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

### ARTICLE 4 – CONTRACT TIMES

#### 4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

#### 4.02 *Contract Times: Dates*

A. The Work will be substantially completed on or before April 28, 2017, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before May 12, 2017.

#### 4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.

2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

#### 4.04 *Special Damages*

- A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

### ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):

Item No.	Estimated Quantity	Unit	Description	Unit Price	Amount
1.	1	Lump Sum	Mobilization and Demobilization (Maximum 5% of base bid amount)	\$2,675.00	\$2,675.00
2.	90	Sq. Yard	HMA Removal	\$15.00	\$1,350.00
3.	15	Lft	Curb Removal	\$20.00	\$300.00
4.	140	Sq. Ft	Remove and Reinstall Block Pavers	\$25.00	\$3,500.00
5.	2	Each	Remove and Replace 8-inch water valve and valve box	\$3,550.00	\$7,100.00
6.	2	Each	Remove and Replace 12-inch water valve and valve box	\$5,500.00	\$11,000.00
7.	1	Each	Remove and Replace Hydrant Assembly	\$5,200.00	\$5,200.00

8.	15	Lft	Concrete Curb and Gutter	<u>\$60.00</u>	<u>\$900.00</u>
9.	90	Sq. Yard	22A Aggregate Base, 8" Depth, CIP	<u>\$20.00</u>	<u>\$1,800.00</u>
10.	21	Ton	HMA, Minimum 4" Depth / Match Existing	<u>\$270.00</u>	<u>\$5,670.00</u>
11.	1	Lump Sum	Restoration and Clean Up	<u>\$600.00</u>	<u>\$600.00</u>
12.	2	Each	Line-Stop, 12"	<u>\$8,500.00</u>	<u>\$17,000.00</u>

**TOTAL BASE BID:** \$57,095.00

**ALTERNATE A**

1.	1	Each	Remove and Replace 10-inch water valve and valve box	<u>\$4,000.00</u>	<u>\$4,000.00</u>
2.	1	Each	Line Stop, 10"	<u>\$7,500.00</u>	<u>\$7,500.00</u>

**TOTAL ALTERNATE A:** \$11,500.00

**ALTERNATE B**

1.	1	Each	Replace South Tee	<u>\$2,000.00</u>	<u>\$2,000.00</u>
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**TOTAL ALTERNATE B:** \$2,000.00

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

B. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

**ARTICLE 6 – PAYMENT PROCEDURES**

**6.01 Submittal and Processing of Payments**

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

**6.02 Progress Payments; Retainage**

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 5th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based

on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
  - a. 90 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
  - B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 100 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

#### 6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

### ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the rate of 0 percent per annum.

### ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
  - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
  - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
  - E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the

Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

## **ARTICLE 9 – CONTRACT DOCUMENTS**

### **9.01    *Contents***

- A. The Contract Documents consist of the following:
  - 1. This Agreement.
  - 2. Performance bond.
  - 3. Payment bond.
  - 4. General Conditions.
  - 5. Supplementary Conditions.
  - 6. Specifications as listed in the table of contents of the Project Manual.
  - 7. The Drawings as listed on the document title page.
  - 8. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Notice to Proceed.
    - b. Work Change Directives.
    - c. Change Orders.
    - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

## ARTICLE 10 – MISCELLANEOUS

### 10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

### 10.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### 10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

### 10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

### 10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
  - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  - 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

### 10.06 *Other Provisions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the

party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

B. Equal Opportunity

Contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or because of a handicap that is unrelated to the person's ability to perform the duties of a particular job or position.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on March 7, 2017 (which is the Effective Date of the Contract).

OWNER:

City of Manistee

By: \_\_\_\_\_

Title: Mayor

Attest: \_\_\_\_\_

Title: City Clerk

Address for giving notices:

70 Maple Street

Manistee, MI 49660

\_\_\_\_\_

*(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*

CONTRACTOR:

Elmer's Crane and Dozer, Inc.

By: \_\_\_\_\_

Title: \_\_\_\_\_

*(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Address for giving notices:

3600 Rannie School Rd.

Traverse City, MI 49685

\_\_\_\_\_

License No.: \_\_\_\_\_  
*(where applicable)*

*NOTE TO USER: Use in those states or other jurisdictions where applicable or required.*





## Administrative Services

Clerk | Finance | Treasury | IT | Assessing | Facilities | Ramsdell

**Memo to:** Thad Taylor, City Manager

**From:** Edward Bradford, CFO *ENB*  
Denise Blakeslee, Planning & Zoning Administrator *DB*

**Re:** Third Coast Development PILOT Request

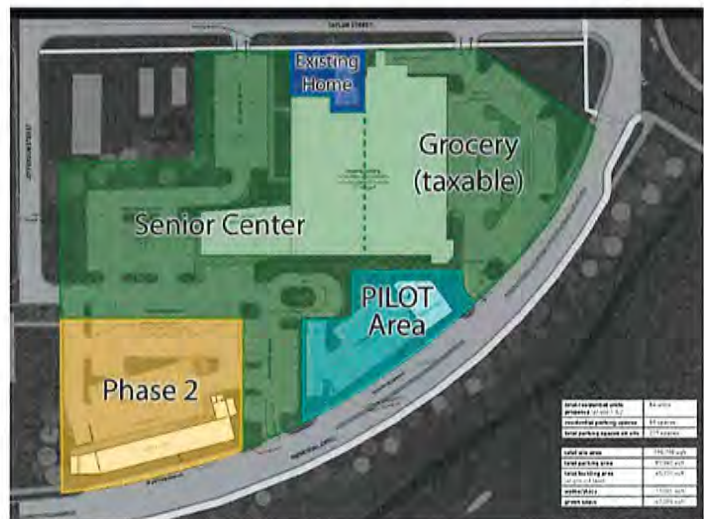
**Date:** March 2, 2017



Thad,

We have received a request from Third Coast Development LLC for a PILOT for the Senior Project that is proposed at the former Oleson's Plaza. The property consists of four parcels and a public hearing has been scheduled for March 2, 2017 for the Planning Commission to consider a request for a Planned Unit Development for the project. The request is broken down into phases.

**Phase 1** - The Senior Center has been working with the developer on plans to relocate the Senior Center to a portion of the former grocery store encompassing 19,290 sq. ft.; and a grocer tenant has been found that will utilize the remaining 17,885 sq. ft. of the building. The single family home at 163 Taylor Street would remain.



**PILOT Area** - This would be the construction of a new mixed use senior housing building located in the parking lot to the south of the former Oleson's Store. The building would be a four story structure with 1,000 sq. ft. of commercial space and covered parking on the first floor and 42 residential units on the second, third and fourth floors. They are requesting a PILOT arrangement which is discussed in greater detail later in this memo.

**Phase 2** - This would be the construction of a new mixed use senior housing building where the current Family Dollar/Redeemed store is located. This would take place after the expiration of the current leases on the property.



**City Evaluation** - Third Coast Development has completed the

City's Developers Assistance Application which contains detailed information about the project and the necessary documents for considering the PILOT request. This information has been reviewed by staff and the key points are discussed below.

#### Investment

The project anticipates a total investment of \$8.5 million dollars.

#### Job Creation

The developer claims the development will create approximately 125 temporary construction related jobs having considerable economic impact. The development will also provide approximately 20 new jobs ranging from clerical to managerial and professional jobs.

#### Taxes\PILOT

The developer states that the project is not feasible with the current ad-valorem tax rates. The developer is requesting a 10%, 35-year payment in lieu of taxes (PILOT) because that is what the current City ordinance requires (attached). Getting the PILOT approved now will allow them to start the process to pursue MSHDA funding. However, the developer will also request that the City amend the ordinance to allow a PILOT of up to 10% and up to 45 years. The developer is refining its financial forecasts but anticipates needing a 4% PILOT. Without a feasible pilot, they will not be able to secure all needed financing and the project will not proceed.

The project area consists of four parcels. The Phase 1 and PILOT areas are both in the DDA district and the DDA captures taxes on the properties. These parcels currently have a taxable value of \$891,000 and generate total property taxes of \$54,000 and City operating taxes of \$16,000. Of the \$16,000 the DDA receives \$8,700 and the City receives \$7,300.

For Phase 1, if developed, the City Assessor has established the value of the portion of the former grocery store that will be the new senior center at \$694,284 true cash value (TCV) or \$347,142 taxable (TV). This will likely be tax-exempt. The estimated assessment of the new grocery store will be approximately \$643,716 TCV or \$321,858 TV. The taxable portion of the first phase of the new development will generate about \$19,500 in total property taxes and \$5,800 in City taxes. Of the \$5,800 the DDA receives \$3,500 and the City receives \$2,300. This tax reduction is based upon the Senior Center being tax exempt. However, the existing Senior Center building is in a very desirable downtown location and if sold would likely return to the tax rolls helping mitigate any loss of taxes.

For the PILOT phase, the City Assessor has established the value of the land and the asphalt of the property included in the PILOT Phase at \$53,115 (TCV) or \$26,600 taxable (TV). The estimated assessment of the new 1,000 sq. foot commercial space will be approximately \$96,000 TCV or \$48,000 TV. For the PILOT portion, the taxing jurisdictions would receive all of the revenue as the DDA does not capture PILOT's. A 10% PILOT would generate about \$22,000 and the City would receive about \$6,500. See below:

	Total	City	DDA
<b>PILOT Area Land Taxes Before</b>	\$ 1,600	\$ 190	\$ 285
<b>Commercial Taxes After</b>	\$ 2,850	\$ 470	\$ 380
<b>10% PILOT After</b>	\$ 22,000	\$ 6,500	\$ -
<b>Total</b>	\$ 24,850	\$ 6,970	\$ 380
<b>Increase</b>	\$ 23,250	\$ 6,780	\$ 95

#### Water & Sewer

The estimated water usage for the new residential building with commercial space would be 9,000 GPD. Annually, this would generate approximately \$35,750 in water and sewer utility revenues.

Fire Suppression:	\$250
Consumption	\$34,000
Ready to Serve	\$1,500

In addition, there would be a one-time \$31,200 system development charge for the building

**Chapter 1489**  
**Low or Moderate Income Housing**

1489.01	Adoption	1489.08	Contractual Effect of Ordinance
1489.02	Purpose	1489.09	Payment of Service Charge
1489.03	Definitions	1489.10	Verification of Rent
1489.04	Ownership Entity	1489.11	Development Agreement
1489.05	Class of Housing Developments or Rehabilitations to which exemption(s) shall apply	1489.12	Effective Period of Ordinance
1489.06	Annual Service Charge in Lieu of Taxes	1489.13	Other Ordinances
1489.07	Limitation of Service Charge	1489.14	Severability

**1489.01        ADOPTION**

Pursuant to MCL 125.1410, et seq. (1966 P.A. 346, as amended), the City of Manistee hereby adopts this Ordinance pursuant to such provisions of the State Housing Development Authority Act of 1966.

**1489.02        PURPOSE**

The purpose of this Ordinance is to describe the terms and manner by which the City of Manistee may approve, from time to time, the development or rehabilitation of certain low or moderate income housing, or senior housing, financed, in whole or in part, pursuant to and under the auspices of the Michigan State Housing Development Authority Act of 1966, including qualified housing tax credit programs and Federal housing assistance programs, and for a payment in lieu of ad valorem real property taxes for such housing or rehabilitation developments. Nothing herein shall obligate the City of Manistee to approve any particular project for development within the City. The desirability and/or suitability of any particular project for development within the City rests in the sole and absolute discretion of the City of Manistee acting through its City Council.

**1489.03        DEFINITIONS**

The following terms shall have the indicated meanings for purposes of this Ordinance:

- A. "Act" means the State Housing Development Authority Act, being Public Act 346 of 1966 of the State of Michigan, as amended, MCLA 125.1401, et seq., and MSA 116.144(1), et seq., as amended.
- B. "Annual shelter rent" means the total collections during a calendar year or part thereof from all occupants of a housing development representing rent or occupancy charges, exclusive of charges for gas, electric, or other utilities furnished the occupants.
- C. "Authority" means the Michigan State Housing Development Authority.

- D. "Housing Development" means a development which contains a significant element of housing for low or moderate income persons or seniors, and such elements of other housing, commercial, recreational, industrial, communal and educational facilities as the Authority determines to improve the quality of the development as it relates to housing for low or moderate income persons.
- E. "LIHTC Program" means Low Income Housing Tax Credit Program(s) administered by the Authority under Section 42 of the Internal Revenue Code of 1986, as amended.
- F. "Low or moderate income persons" means persons eligible to occupy a housing development as established by the Authority, from time to time.
- G. "Mortgage loan" means a loan to be made by the Authority to the sponsor for the construction and/or permanent financing of a housing development.
- H. "Rehabilitation of Housing Development" means the substantial repair, renovation and improvement of an existing Housing Development.
- I. "Senior" or "Elderly Person(s)" means a family where the head of the household is 62 years of age or older or a single person who is 62 years of age or older.
- J. "Senior Elderly Licensed" means a Housing Development primarily occupied by Senior or Elderly Persons.
- K. "Sponsor" means persons or entities who or which have applied to the Authority for a mortgage loan to finance a housing development.

#### **1489.04 OWNERSHIP ENTITY**

In accordance with the Act, any Sponsor of eligible housing will organize at the time of application to the City for a payment in lieu of taxes as herein provided, a non-profit housing corporation, consumer housing cooperative, limited dividend housing corporation, mobile home park corporation, or mobile home park association that is eligible for financing under the State Housing Development Authority Act of 1966, as the owner of the contemplated Housing development.

#### **1489.05 CLASS OF HOUSING DEVELOPMENTS OR REHABILITATIONS TO WHICH EXEMPTION(S) SHALL APPLY**

It is hereby determined that the class of Housing Development or Rehabilitation of Housing Development to which the exemption herein provided shall apply, and for which a service charge shall be paid in lieu of ad valorem real property taxes, shall be a Housing Development(s) or Rehabilitation(s) of Housing Developments for low or moderate income persons, or Elderly Persons, which is financed or assisted, in whole or in part, pursuant to the Act, including LITHC Programs.

The City Council shall determine, upon application by the Sponsor, whether:



- A. any proposed Housing development seeking the benefits of this Ordinance qualifies for such treatment;
- B. the proposed housing development is needed and desired in the City of Manistee;
- C. the proposed housing development is appropriate and desirable for the specific site proposed for such development; and
- D. all other matters related to such proposed development not within the jurisdiction of the Authority.

Such determinations shall be in the sole discretion of the City Council.

#### **1489.06 ANNUAL SERVICE CHARGE IN LIEU OF TAXES**

Those Housing Developments or Rehabilitations of Housing Developments approved by the City Council and upon which property such Housing Developments or Rehabilitations of Housing Developments shall be constructed shall be exempt from all property taxes from and after the date when construction of the project is commenced. The City, acknowledging that the Sponsor and the Authority have established the economic feasibility of the Housing Development or Rehabilitation in reliance, in part, upon the enactment and continuing effect of this Ordinance, and the qualification of the Housing Development or Rehabilitation for exemption from all property taxes and a payment in lieu of taxes as established herein and in consideration of the Authority's offer to the Sponsor to make a mortgage loan to finance the Sponsor's construction of the Housing development, upon satisfaction of all terms and conditions of its loan commitment to the Sponsor, hereby agrees to accept payment of a service charge for public services in lieu of all property taxes from the Sponsor.

Sponsor agrees to pay:

- A. for new construction projects, in each taxable year, the greater of the tax on the property on which the project is located for the tax year before the date when construction of the project was commenced or an amount equal to ten percent (10%) of annual Shelter Rents per annum. Such annual Payment in Lieu of Taxes shall be paid through a term of the exemption as established by the City, but not more than the term of the original Michigan State Housing Development Mortgage Loan or the thirty-fifth (35<sup>th</sup>) year of the existence of the Housing Development, whichever is shorter; And after which time the property and all improvements shall be subject to any and all ad valorem taxes;
- B. for Rehabilitation Projects, the lesser of the tax on the property on which the project is located and the existing project for the tax year before the date when Rehabilitation of Project was commenced, or an amount equal to ten percent (10%) of Annual Shelter Rents. Such annual Payment in Lieu of Taxes shall be paid through the terms established by the City, but not longer than the shorter of the term of the original Michigan State Housing Development Mortgage (Rehabilitation) Loan or term of the LITHCs; And after which time the property and all improvements shall be subject to any and all ad valorem taxes.

**1489.07      LIMITATION OF SERVICE CHARGE**

The service charge to be paid each year in lieu of taxes for that part of the Housing development which is tax exempt and which is occupied by other than low or moderate income persons shall be equal to full amount of the taxes which would be paid on that portion of the Housing development if the Housing development were not tax exempt.

**1489.08      CONTRACTUAL EFFECT OF ORDINANCE**

Notwithstanding the provisions of Section 15(a)(5) of the Act to the contrary, a contract between the City and the Michigan State Housing Development Authority with the Sponsor as third party beneficiary under the contract to provide tax exemption and accept payments in lieu of taxes, as previously described, is effectuated by enactment of this Ordinance.

**1489.09      PAYMENT OF SERVICE CHARGE**

The service charge in lieu of taxes, as determined according to this ordinance, shall be payable in the same manner as general property taxes are payable to the City, except that the annual payment shall be made as follows:

- A. One-half of the minimum payment due on or before December 31 of each year; and
- B. One-half of the minimum payment due plus all additional amounts owing from the previous year by July 1 of each year.

**1489.10      VERIFICATION OF RENT**

The Sponsor shall verify Annual Shelter Rent revenues to the City with a Statement of Profit and Loss as reported to the Michigan State Housing Development Authority or other form of financial documentation suitable by the City.

**1489.11      DEVELOPMENT AGREEMENT**

Upon approval of a Housing Development or Rehabilitation of a Housing Development as qualifying for the benefits of this Ordinance by Resolution of the City Council, the City and the Sponsor shall enter into a development agreement, to be approved by the City Council, consisting of the specific construction dates of the Housing development, and other terms that may be appropriate, including but not limited to, the specific amounts of the Payment in Lieu of Taxes ("PILOT"). Such terms may include an option in favor of the City, but not the obligation, to assume for no further cost the ownership of a Housing development upon the full repayment to the Authority of its mortgage loan.

**1489.12      EFFECTIVE PERIOD OF ORDINANCE**

This Ordinance and approving Resolution for any particular Housing Development or Rehabilitation of a Housing Development shall remain in effect for a term which is the shorter of:

- A. the term approved by the City Council for a particular housing development by Resolution;
- B. the length of the original mortgage loan from the Authority to the Sponsor;



- C. in the case of a rehabilitation of a housing development, for a term equal to the length of the LIHTCs; and
- D. in no event longer than thirty-five (35) years.

**1489.13        OTHER ORDINANCES**

The Housing development shall be subject to all building, zoning, inspection, maintenance codes and other regulatory requirements maintained by the City of Manistee.

**1489.14        SEVERABILITY**

The various sections and provisions of this Ordinance shall be deemed to be declared by any court of competent jurisdiction to be unconstitutional or invalid the same shall not affect the validity of the Ordinance as a whole or any section or provision hereof other than the section or provision so declared to be unconstitutional or invalid.

## RAMSDELL THEATRE LEASE AGREEMENT

This Management and Lease Agreement ("Agreement") made this 17<sup>th</sup> day of May 2016 by and between the **City of Manistee**, a Michigan municipal corporation, hereinafter referred to as the **City**, and the **Ramsdell Regional Center for the Arts**, a Michigan non-profit corporation, hereinafter referred to as the **RRCA**, collectively referred to as the "Parties."

### WITNESSETH:

WHEREAS, the City owns the historic Ramsdell Theatre ("Ramsdell"); and

WHEREAS, the City recognizes the significance of the Ramsdell to the community and as a catalyst for economic development and quality of life; and

WHEREAS, a significant amount of public and private resources have been invested to restore the Ramsdell and that investment needs to be preserved and protected; and

WHEREAS, the City desires to remove itself from the day-to-day management and operations of the Ramsdell and for the Ramsdell to become more self-sufficient financially, and

WHEREAS, a group of interested citizens has expressed a desire to operate the Ramsdell thru a non-profit corporation, and

WHEREAS the City and RRCA agree that such an arrangement would benefit the Ramsdell and greater community;

NOW, THEREFORE in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

#### 1. Term

The term of this contract shall begin on July 1, 2016 and end on June 30, 2017. If not terminated or modified pursuant to this Agreement, the Agreement will extend for additional one year terms at each anniversary date.

#### 2. Rent

Rent for the facility shall be \$1 per year, payable by July 31 each year this Agreement is in effect.

#### 3. Ownership

- a. The Ramsdell is and shall remain the property of the City, and any improvements to the Ramsdell by RRCA shall inure to the benefit of the City and Ramsdell.
- b. All fixtures and personal property within or attached to the Ramsdell shall remain the property of the City and Ramsdell, including any items purchased by RRCA for the repair and/or maintenance of such fixtures and personal property.

- c. Any items of personal property purchased by the RRCA for the primary benefit of the Ramsdell shall become the property of the City and Ramsdell.

#### **4. RRCA Requirements**

- a. The City shall have the right to appoint at least one voting member of the RRCA Board to serve as City representative.
- b. The RRCA shall maintain its status as an independent 501 (c) (3) charitable organization. It shall file all required reports, filings and documents State of Michigan, IRS and other agencies as required in a timely manner compliant with law.
- c. The RRCA shall conduct its corporate business in a manner compliant with the law, including accurate minutes of its proceedings. Minutes of the RRCA meetings shall be provided to the City after approval by the RRCA board.
- d. The RRCA shall be responsible for and preserve all records of the organization, including the earlier Ramsdell Theatre Restoration Project and Friends of the Ramsdell. Such records shall be kept at the Ramsdell and centrally organized and accessible.
- e. The RRCA shall maintain up-to-date Bylaws and shall provide a copy to the City any time they are amended or changed.
- f. The RRCA at all times will function as an independent contractor and will not be construed to be an agent or employee of the City.

#### **5. Operations**

- a. The RRCA will endeavor, per its mission, to optimize an irreplaceable regional center for cultural, educational, and social activities through programming excellence, fiscal stability, strong community partnerships, and committed volunteers.
- b. All of the undertakings of the RRCA that the RRCA is obligated to perform under the terms of this Agreement shall be judged by the reasonably prudent man rule, it being intended thereby that the RRCA be neither the guarantor nor insurer of the success of the operation of the Ramsdell.
- c. The RRCA shall be the sole and exclusive entity to supervise, control, manage, operate, program and rent the Ramsdell; and all of the personal property, equipment, and fixtures attendant to and associated with the use of the Ramsdell, consistent with this agreement and the RRCA mission.
- d. The RRCA shall apply sound administrative, accounting, budgeting, operational, sales, advertising, marketing and personnel practices.
- e. Access to the Ramsdell shall be controlled by the RRCA; however, the City, or its representative(s), shall have access at reasonable times and intervals. The City shall also

have use of the Ramsdell for meetings and events from time to time at no charge as long as it does not interfere with paid use of the space(s). Such use must be scheduled as far in advance as possible.

- f. The RRCA shall be responsible for the employment of, or contracting with, competent individuals to run, operate and maintain the Ramsdell, and shall supervise and monitor their performance.
- g. The RRCA shall be responsible for all utilities, including electricity, gas and water. Refuse collection and internet access is paid for by the City.
- h. The RRCA shall be responsible for the integrity and security of the Ramsdell to protect it and its contents from damage and loss. The RRCA shall attempt to secure the facility from theft and vandalism.
- i. The RRCA shall be responsible for the annual rent payment to the Methodist Church per a separate agreement between the Church and City that addressed a variety of issues, including use of the Church parking lot.
- j. The RRCA shall maintain a safety program to attempt to prevent injuries to visitors, performers and staff.
- k. The RRCA will prohibit and prevent any and all smoking in the Ramsdell.

## **6. Maintenance**

- a. Day to day maintenance of the Ramsdell shall be the responsibility of the RRCA. This includes but is not limited to custodial cleaning, normal maintenance and repairs, incidental repairs caused by daily use, annual preventative maintenance and annual inspections.
- b. Maintenance of building systems including, but not limited to, heating, cooling, electrical, plumbing, sound and lighting shall be coordinated with and thru the City's Facility Manager and contractors of record.
- c. Major or extraordinary repairs or maintenance shall be the responsibility of the City. This is generally defined as any repair exceeding \$7,500 in cost.
- d. The City's Facility Manager will provide in-kind services as specified in the Agreement.

## **7. Financial**

- a. The RRCA shall endeavor to produce sufficient revenues from a variety of sources, including but not limited to rentals, fees, sponsorships, fundraising and grants to permit it to be self-sustaining operationally. However, the past experience in Manistee and at other performing art centers in Michigan and elsewhere demonstrates that in all likelihood such revenue will not be sufficient to achieve full self-sufficiency.

- b. Recognizing this situation the City agrees it may, but is not required to, upon request and justification by RRCA, support the operation of the Ramsdell thru an annual appropriation. The City budget for FY 2017 anticipates a \$70,000 appropriation.
- c. The City's Administrative Services department will provide in-kind services as specified in the Agreement.
- d. The RCRA shall present an annual budget to the City for review by no later than January 31 of each year. The budget shall include a narrative explaining the budget and outlining the assumptions used. The budget shall also include any request for operational support from the City.
- e. The RRCA shall present an annual report to Council by no later than October 31 of each year detailing the activities of the past year, the economic condition as of the close of its past fiscal year including a fundraising update and a report of the activities planned for the Ramsdell for the upcoming year.
- f. Monthly financial statements for the RRCA will be prepared by the City and be included in the Council packets.
- g. All funds received by the RRCA or its agents or employees shall be deposited in an account designated by the City.

#### **8. Debt**

The existing debt incurred by the City for improvements to the Ramsdell shall remain the sole responsibility of the City.

#### **9. Capital Expenditures**

The RRCA shall make no major renovations or alterations to the structure or interior spaces of the Ramsdell without the prior written approval of the City. Any minor changes or alterations shall be, to the extent advisable, consistent with the historical design and atmosphere of the building. Such changes will also be consistent with continued personal safety of all persons using the Ramsdell.

#### **10. City In-Kind Services**

- a. The City's Administrative Services department shall provide all accounting, bookkeeping and financial reporting services for the RRCA, including but not limited to payroll, accounts payable, accounts receivable, deposits and annual audit.
- b. The City Facility Manager shall manage and coordinate all periodic or scheduled maintenance, capital projects, preventative maintenance and inspections.
- c. The City may provide other in-kind services upon request and approval by the City Manager.

## **11. Employees**

- a. Current Ramsdell employees, including the Executive Director, shall remain City employees until December 31, 2016. At that time, if the RRCA desires to retain any or all of the employees, including the Executive Director, they shall become employees of the RRCA.
- b. From the effective date of this agreement until December 31, 2016, the services of the Ramsdell employees shall be assigned to the RRCA.
- c. The RRCA may employ staff of its choosing to fulfill its mission and obligations under this agreement.

## **12. Insurance**

RRCA shall maintain at all times the following coverages with respect to this Agreement and its occupancy of the Ramsdell Theatre:

- a. Comprehensive General Liability Insurance covering bodily injury for \$300,000 each person; \$300,000 each occurrence and property damage for \$100,000 each occurrence;
- b. Comprehensive Automobile Liability (if applicable) covering bodily injury for \$300,000 each person and each accident and property damage for \$50,000 each occurrence;
- c. All other coverage required by Michigan statutes, including, but not limited to, Worker's Compensation Insurance in an amount not less than statutory minimum.

All such policies shall name the City as additional named insured. RRCA shall provide the City with evidence of such insurance upon City's request.

## **13. Termination**

This Agreement may be terminated upon failure of either party to cure a material breach within thirty (30) days written notice thereof by the other party hereto. Further, either party to this Agreement may terminate it, with or without cause, upon ninety (90) days written notice to the other. Any termination pursuant to this section shall be completed without causing either party hereto to breach any contracts/agreements it has with third parties including, but not limited to, third persons renting the Ramsdell or groups scheduled to entertain at the Ramsdell.

## **14. Assignment**

This Agreement may not be assigned or otherwise transferred in part or in whole without the written consent of the City.

## **15. Modifications**

This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements or representations, oral or written, regarding this Agreement except as specified or referenced herein. The terms of this Agreement shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written instrument signed by both parties to this Agreement.

## **16. Severability and Interpretation Consistent With Law**

This agreement is intended to comply with all applicable Michigan statutes relative to lease agreements. If any provision of this agreement is deemed by a court of competent jurisdiction to violate a Michigan statute, the violation is inadvertent. If a provision is found to be so violative, the provision will be considered void and severed from the lease and the balance of the lease will remain in full force and effect. Nothing contained in this lease will be construed as exculpating the City from liability for the City's failure to perform or City's negligent performance of a duty imposed by law. Also, nothing contained in this lease will be construed as releasing either party from a duty to mitigate or minimize the damages to the other party. This agreement will be interpreted according to the laws of the State of Michigan.

## **17. Compliance With Applicable Law**

The RRCA shall comply with and assist in the enforcement of all federal, state and local laws, regulations and ordinances applicable to the work under this Agreement.

## **18. Non-Discrimination**

RRCA agrees, that during the term of this Agreement, not to discriminate against any employee, applicant for employment, patron or potential user of the Ramsdell Theatre on the basis of race, color, religion, sex, or nation origin, and furthermore will include this statement in solicitations or advertisements for employees.

## **19. Review by Counsel**

RRCA acknowledges that this agreement has been prepared by Mika Meyers PLC, attorneys at law, Manistee, Michigan, for and on behalf of the City of Manistee. RRCA, prior to executing this lease, has had the opportunity to have the lease examined and reviewed by counsel of its choosing.

## **20. Authority**

The individuals signing this Agreement represent and warrant that they have the authority on behalf of their respective organization to sign the same.



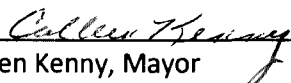
## 21. Entire Agreement

This document includes all agreements of the parties as to the subject matter hereof and there are no other agreements, written or oral, relating thereto that are not incorporated into this agreement. This agreement may be modified only by written agreement of the parties.


In witness of the above, the parties cause this agreement to be executed.

Lessor:

CITY OF MANISTEE

  
\_\_\_\_\_  
Colleen Kenny, Mayor

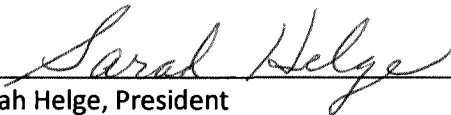
Date: 5/19/16

  
\_\_\_\_\_  
Michelle Wright, City Clerk

Date: 5/19/16

Lessee:

Ramsdell Regional Center for the Arts

  
\_\_\_\_\_  
Sarah Helge, President

Date: 6/1/16

Drafted by:

Gockerman, Wilson, Saylor & Hesslin

A Mika Meyers Beckett & Jones, PLC law firm

BY: George V. Saylor, III (P37146)

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